

WORK SESSION: A work session will be held at 6:00 p.m. in Conference Room #3, Second Floor, of the Farmington City Hall, 160 South Main Street. The work session will be to discuss the Station Park West Traffic Study and to answer any questions the City Council may have on agenda items. The public is welcome to attend.

FARMINGTON CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is hereby given that the City Council of **Farmington City** will hold a regular City Council meeting on **Tuesday, May 15, 2018, at 7:00 p.m.** The meeting will be held at the Farmington City Hall, 160 South Main Street, Farmington, Utah.

Meetings of the City Council of Farmington City may be conducted via electronic means pursuant to Utah Code Ann. § 52-4-207, as amended. In such circumstances, contact will be established and maintained via electronic means and the meeting will be conducted pursuant to the Electronic Meetings Policy established by the City Council for electronic meetings.

The agenda for the meeting shall be as follows:

CALL TO ORDER:

7:00 Roll Call (Opening Comments/Invocation) Pledge of Allegiance

PUBLIC HEARINGS:

7:05 Miscellaneous Zoning Ordinance Amendments

7:15 Station Towns Rezone and Schematic Plan – 56 South 1100 West

NEW BUSINESS:

7:25 General Plan Amendment – Portions of the DR Designation – 600 South 1525 West (Woodside Homes)

8:00 Summerfest Donation

8:05 Ordinance Adopting Water Supply Shortage and Drought Condition Measures

SUMMARY ACTION:

(Items listed are considered routine in nature and will be voted on in mass unless pulled for separate discussion)

8:15 Minute Motion Approving Summary Action List

1. Approval of Minutes from May 1, 2018
2. Right of Way Vacation and Purchase Agreement with Brian Call for .502 Acres of City Property Located Between Parcels 08-032-0090 & 08-032-0155 as Shown on the Davis County Land Records

3. Swain Subdivision Development Agreement – 1400 N and North Compton Road
4. Line of Duty Benefits for Public Safety

GOVERNING BODY REPORTS:

8:25 City Manager Report

1. Homelessness Legislation – Property Tax Increase
2. Weber Basin Watershed Tour – June 6th 7:30 am to 4:00 pm
3. City Council Training June 5th
4. Building Activity Report for April
5. Executive Summary for Planning Commission held May 3, 2018
6. Lupine Park Question

8:35 Mayor Talbot & City Council Reports

ADJOURN

CLOSED SESSION

Minute motion adjourning to closed session, if necessary, for reasons permitted by law.

DATED this 8th day of May, 2018.

FARMINGTON CITY CORPORATION

By: _____

Holly Gadd, City Recorder

***PLEASE NOTE:** Times listed for each agenda item are estimates only and should not be construed to be binding on the City Council.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting, should notify Holly Gadd, City Recorder, 451-2383 x 205, at least 24 hours prior to the meeting.

CITY COUNCIL AGENDA

For Council Meeting:
May 15, 2018

S U B J E C T: Roll Call (Opening Comments/Invocation) Pledge of Allegiance

It is requested that Mayor Jim Talbot give the invocation to the meeting and it is requested that City Councilmember Brett Anderson lead the audience in the Pledge of Allegiance.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

CITY COUNCIL AGENDA

For Council Meeting:
May 15, 2018

PUBLIC HEARING: Miscellaneous Zoning Ordinance Amendments

ACTION TO BE CONSIDERED:

1. Hold the public hearing.
2. Move that the City Council approve the enclosed amendments to the zoning ordinance as set forth in the May 15, 2018 staff report and the enclosed enabling ordinance relate thereto to include findings a-f.

GENERAL INFORMATION:

See enclosed staff report prepared by Eric Anderson, City Planner.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



F A R M I N G T O N C I T Y

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
BRIGHAM MELLOR
CORY RITZ
REBECCA WAYMENT
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Eric Anderson –City Planner

Date: May 15, 2018

SUBJECT: **MISCELLANEOUS ZONING ORDINANCE AMENDMENTS**
Applicant: Farmington City

RECOMMENDATION

- A. Hold a Public Hearing;
- B. Move that the City Council approve the enclosed amendments to the zoning ordinance as set forth in the May 15, 2018 staff report and the enclosed enabling ordinance related thereto.

Findings:

- a. The ordinance is currently ambiguous and inconsistent as to who reviews and approves different permitted and conditional uses, and site plans; this zone text amendment clarifies the ordinance.
- b. Because many accessory uses in the agriculture zones require buildings such as barns or sheds that exceed the height and/or area of the main building, accessory dwelling units are currently not required to be subordinate to the primary residence. This amendment ensures that all (*buildings containing*) accessory dwelling units are indeed an accessory use, and are subordinate in height and area to the main building.
- c. Amending the ordinance making secondary dwelling units a permitted use in the multi-family residential zones is making the ordinance more consistent with itself, as two-family dwellings are already listed as permitted in these zones. The definition of secondary dwelling units precludes the use of secondary dwelling units to add an additional unit of density to a multi-family structure or two-family dwelling, and requires that the single-family residence with the secondary dwelling unit be owner-occupied.
- d. Requiring all pedestrian walkways in the mixed-use zones to be discretionary and have findings related thereto, makes their use in this manner an exception rather than allowed through administrative review; it gives the City more power to approve/deny such applications based on their merit on a case-by-case basis.
- e. Requiring temporary uses that are simple and benign in nature, such as non-profit fundraises, yard sales, and community events to obtain written approval by the City Council is onerous and time-consuming; the decision should be administrative and delegated to staff, in this case the City Manager.

- f. Amending secondary dwelling units to be permitted and conditional uses, determined by the zone makes the ordinance more consistent and non-contradictory.

BACKGROUND

The proposed text amendments to Chapters 7, 10, 13, 18, and 28 of the Zoning Ordinance are as follows:

a) Amending Section 11-7-040(E) & (F), clarifying authority in permitted and conditional uses; **b)** Amending Section 11-10-040(H)(1) establishing ADUs in agriculture zones as being subordinate in height and area to the main dwelling; **c)** Amending Sections 11-13-020 and 11-13-030 moving secondary dwelling units from a conditional use to a permitted use; **d)** Amending Section 11-18-040(D)(1) requiring that any pedestrian walkway used to define a block face be a legislative and discretionary decision; **e)** Amending Section 11-28-120(I)(6) removing the requirement that “other temporary use exemptions” receive written approval from the City Council, and replacing it with City Manager approval; **f)** Amending Section 11-28-200 regulating secondary dwelling units.

a) Amending Section 11-7-040(E) & (F), clarifying authority in permitted and conditional uses.

City ordinance is ambiguous and contradictory on who has the authority in the review of site plans, conditional uses, and permitted uses. Staff is recommending amending this Section of the Zoning Ordinance to clarify the code as follows:

11-7-040: SITE DEVELOPMENT PLAN REVIEW PROCESS:

- A. Submission: The applicant shall prepare and make a submission to the city consistent with the standards contained in this chapter, the general plan and other ordinances and resolutions. The applicant shall not engage in any site development or building construction until the necessary approvals, as outlined herein, have been obtained. (Ord. 2006-28, 4-19-2006)
- B. Referral To Entities: Proposed site plans shall be delivered by the applicant to such city departments, special districts, governmental boards, bureaus, utility companies and other agencies, which will need to provide facilities and services to the site, for their information and comment. The planning department is responsible for coordinating the comments received from all public and private entities, and shall decide which agencies to refer proposed site plans to.
- C. ~~Site Plan Planning Commission~~ Review: The planning department shall review the site plan for conformance with the standards outlined herein; for conformance with the comprehensive plan and this title; for environmental impacts which may be associated with the design; and shall process the site plan and reports as provided in this chapter.
- D. City Engineer, Public Works Director: The city engineer and public works department shall review the site plan and make recommendations concerning: flood control requirements; engineering requirements for street widths, grades and alignments; sewer and water requirements; whether the

proposed public improvements conform to the requirements of this chapter and other applicable ordinances; and shall be responsible for the approval and inspection of all public improvements.

E. **City Planner Permitted Uses:** The city planner shall review all applications for single-family and two-family dwellings, and residential permitted uses in all zones ~~agricultural and single family residential zones, including applications for duplexes~~. If desired, an applicant may request a review by the planning commission of a permitted use. This provision is intended to resolve conflicts or differences of opinion between the applicant and city staff concerning the requirements or interpretation of this chapter. (Ord. 1991-27, 7-17-1991)

F. **Planning Commission Conditional Uses:** The planning commission shall review all conditional uses. The planning commission shall also review all multiple-family residential, commercial, commercial recreation, office, agricultural use or industrial permitted uses which are subject to the requirements of this chapter, unless such review is waived by the commission and is delegated to the planning department. A notice shall be sent to all adjacent property owners within five hundred feet (500') of the subject property for all site plan reviews considered by the planning commission. After adequate review, an application may be approved, approved with conditions, continued for further study or disapproved for the use and/or site plan. (Ord. 2010-39, 9-21-2010)

b) Amending Section 11-10-040(H)(1) establishing ADUs in agriculture zones as being subordinate in height and area to the main dwelling.

All agriculture zones covered in Chapter 10 of the Zoning Ordinance allow for accessory buildings to exceed the height and area of the main building; this is because these zones allow for large accessory buildings such as barns that are larger than the main building. The zone also allows for an accessory dwelling unit through conditional use permit approval; because of this, a property owner could build an accessory dwelling unit that is larger than the main home. Staff recommends that the ordinance be amended as follows:

11-10-040: LOT AND SETBACK STANDARDS:

H. Accessory Buildings And Structures:

1. Accessory buildings, except those listed in subsection H2 of this section, shall be located in the rear yard, shall be separated from the main building by a distance in compliance with applicable building codes, shall be at least five feet (5') from all property lines and shall be fifteen feet (15') from a dwelling on an adjacent lot. Accessory buildings shall not be built over utility easements that may run along the side and rear property lines. (Ord. 2014-33, 10-7-2014)
2. No farm animal structure, hay barn, stable, silo, coop, corral or other similar building or structure which is accessory to the agricultural use of land may be located closer than ten feet (10') to any side or rear boundary line or fifty feet (50') to any public street or to any dwelling on adjacent properties. This provision shall not apply to pastures. (Ord. 2015-16, 5-26-2015)

3. A detached accessory building, or other architecturally compatible structure as approved by the planning commission after a public hearing is held, may be located in the side or side corner yard of a lot, providing that a separation is maintained from the residence in compliance with applicable building codes, and all front, side corner and side setbacks are provided as specified in this section and the rear setback is provided as specified in subsection H1 of this section. In no event shall an accessory building encroach into the front yard beyond the nearest corner of the main building. (Ord. 2016-14, 6-7-2016)
4. Equipment or materials stored or located in accessory buildings, yards or structures in AE zones shall be permitted only for the personal use of the occupants of the property. No such storage or use related to a nonagricultural commercial business shall be allowed.
5. *(Accessory buildings which contain or constitute) an accessory dwelling unit shall, without exception, be subordinate in height and area to the main building.*

c) Amending Sections 11-13-020 and 11-13-030 moving secondary dwelling units from a conditional use to a permitted use.

Currently, secondary dwelling units are a conditional use in the multi-family residential zones, and are only allowed as part of a single-family residence per Section 11-2-020 which defines secondary dwelling units as: *"A second dwelling unit within a single-family dwelling which is accessory to the single-family dwelling and which is an architectural and integral part of a single-family dwelling. A maximum of one (1) secondary dwelling unit shall be allowed per home, and the owner shall live on-site."* There is an inconsistency in the ordinance, because two-family dwellings are a permitted use in Chapter 13, but requiring a single-family home to go through a conditional use permit to add a secondary dwelling unit renders it a two-family dwelling (as defined in Section 11-2-020), and therefore requires a property owner to take an additional step that should be entitled to them through the ordinance. Additionally, because secondary dwelling units are restricted to single-family homes, there is no risk of a duplex in an R-2 zone adding a third unit (making it a tri-plex). It also bears mentioning that although both a single-family residence with a secondary dwelling unit, and a duplex are two-family dwellings, there is one significant difference: whereas a single-family residence with a secondary dwelling unit requires the owner to live on-site, the duplex does not, and both units of a duplex may be rented out; making a secondary dwelling unit potentially less impactful than a duplex. Staff is recommending the amendment as follows:

11-13-020: PERMITTED USES:

The following are permitted uses in multiple-family residential zones. No other permitted uses are allowed, except as provided by subsection [11-4-050F](#) of this title:

Agriculture.

Class A animals.

Home occupations complying with the home occupation chapter of this title, except as specified in

section [11-13-030](#) of this chapter.

Residential facilities for the disabled.

Signs complying with [title 15](#) of this Code.

Secondary dwelling unit.

Single-family dwellings.

Two-family dwellings.

Uses customarily accessory to a listed permitted use. (Ord. 2017-13, 5-16-2017)

11-13-030: CONDITIONAL USES:

The following are conditional uses in multiple-family residential zones. No other conditional uses are allowed, except as provided by subsection [11-4-050F](#) of this title:

Apartment dwelling group.

Class B animals.

Class D animals.

Daycare center.

Dwelling, accessory (only in the R-2 Zone).

Dwellings, five- to eight-family in R-8 Zone only (may exceed density standard established by section [11-13-040](#) of this chapter as approved by the Planning Commission up to a maximum density of 15 dwelling units per acre).

Dwellings, four-family (R-4 and R-8 Zones only).

Dwellings, three-family (R-4 and R-8 Zones only).

Greenhouses, private with no retail sales.

Home occupations, as identified in section [11-35-040](#) of this title.

Private school or hospital.

Professional offices (except in R-2 Zones).

Public uses.

Public utility installations (except lines and rights-of-way).

Quasi-public uses.

Residential facilities for the elderly.

~~Secondary dwelling unit.~~

Temporary uses. (Ord. 2017-13, 5-16-2017)

d) Amending Section 11-18-040(D)(1) requiring that any pedestrian walkway used to define a block face be a legislative and discretionary decision.

In the mixed-use districts, a block face may be defined by a pedestrian walkway provided that the right-of-way for the walkway be at least the same width as a local road, or 32'. However, staff feels that there is potential to abuse this provision in the ordinance because it is currently an administrative decision, i.e. any property owner has the right to pursue this option by ordinance. Additionally, using the pedestrian walkway in this manner is an exception, and should have additional oversight from the City. Staff would like to give the City more discretion and make this a legislative decision on when to allow for the use of a pedestrian walkway to define the block face through site plan review.

11-18-040: REGULATING PLAN:

D. Street Network Design: The street network, street standards and street type hierarchy form the basis of the regulating plan. The street network is designed to provide connectivity and adaptability throughout the mixed use districts as the area develops over time. New development shall follow the street network design; however, if minor realignments are necessary due to environmental and/or physical conditions, they will be evaluated during the development plan review process. Major alternative alignments or flexibility with the street network design may be proposed through the project master plan process; provided, that the following provisions are met:

1. Maximum Block Size: The maximum perimeter of any block may not exceed two thousand feet (2,000') in the Residential, General and Transit Mixed Use Districts, and two thousand eight hundred feet (2,800') in the Open Space and Office Mixed Use Districts. Each block face may not exceed seven hundred feet (700'). Block faces may be defined by any of the street types, including pedestrian walkways, that are dedicated public rights-of-way or easements, with the exception of alleys. However, if a pedestrian walkway is used to define a block of the maximum size then the right-of-way for the walkway must be equal to that of the neighborhood (local) road, and the City shall find that there is appropriate consideration, in the form of benefit to the City or the public, from the proposed exception and/or other appropriate reasons that justify the determination of the City to allow for pedestrian walkways to be used as a block face, and the applicant must obtain City approval as part of a Development Plan Application set forth in Section 11-18-070.

e) Amending Section 11-28-120(I)(6) removing the requirement that “other temporary use exemptions” receive written approval from the City Council, and replacing it with City Manager approval.

Due to the customary nature of “other temporary use exemptions”, requiring all of these types of uses and activities as listed in Section 11-28-120(I) to obtain written permission from the City Council is onerous, and should be delegated to staff, namely, the City Manager. The proposed amendment to the Zoning Ordinance is as follows:

11-28-120: TEMPORARY USE OF LAND AND STRUCTURES:

I. Exempt Uses: The following temporary uses are exempt from the provisions of this section:

1. Nonprofit Fundraising: Fundraising events of nonprofit organizations which last not more than three (3) consecutive days, including such things as bake sales or car washes, but not including larger events such as outdoor carnivals, swap meets, or arts and crafts sales;
2. Temporary Sales Activities: Temporary sales activities involving the display of new retail products on the site of the business which sells such products, provided the display area is within ten feet (10') of the main building, does not exceed thirty (30) square feet and six feet (6') in height, and does not extend into a public right of way or occupy required parking spaces or landscaped areas;
3. Garage, Yard Sales: Garage sales, yard sales or boutiques that occur not more than four (4) times a year, with each event lasting not more than seventy two (72) hours;
4. Seasonal Fruit, Vegetable Stands: Seasonal fruit and vegetable stands selling produce grown on the premises are permitted subject to compliance with other applicable provisions of this title and the sign ordinance;
5. Community Events: Community events which are sponsored and/or approved by the City ~~city~~;
6. Other Approved Exemptions: Other exemptions as specifically approved in writing by the ~~city council~~ City Manager. (Ord. 2009-49, 10-6-2009)

f) Amending Section 11-28-200 regulating secondary dwelling units.

With the proposed change outlined in sub-item c above, Section 11-28-200 of the Zoning Ordinance also needs to be updated allowing for secondary dwelling units to be permitted or conditional uses as appropriate and determined by the requirements of the underlying zone. Staff is also recommending the provision requiring that secondary dwelling units have a separate utility meter be removed, as this is a building permit issue, and does not belong in the purview of the Zoning Ordinance.

11-28-200: SECONDARY DWELLING UNITS:

Secondary dwelling units may be allowed as a permitted or conditional use in various zones as designated in this title.

A. Purpose: The purposes of this section and any rules, regulations, standards and specifications adopted pursuant hereto are:

1. Minimal Impacts: To accommodate such housing in residential neighborhoods with minimal impacts on the neighborhood in terms of traffic, noise, parking, congestion and compatible scale and appearance of residential buildings.
2. Decline In Quality: To prevent the proliferation of rental dwellings, absentee ownership, property disinvestment, building code violations and associated decline in quality of residential neighborhoods.
3. Terms And Conditions: To set forth standardized terms and conditions for secondary dwellings and procedures for review and approval of the same.

B. Conditional Use Permit: Secondary dwellings may be permitted as a conditional or a permitted use ~~in any as designated by the underlying zone found~~ in this title. ~~In those zones where a secondary dwelling unit requires conditional use permit approval,~~ Applications for a secondary dwelling shall be submitted and reviewed as a conditional use permit in accordance with [chapter 8](#) of this title.

C. Standards: The following standards and conditions shall apply to all secondary dwellings, in addition to any terms and conditions of approval as imposed by the Planning Commission during the conditional use permit process:

1. Location: A secondary dwelling shall only be allowed as part of a single-family dwelling and shall be secondary and subordinate to such single-family dwelling.
2. Number: A maximum of one (1) secondary dwelling shall be allowed per single-family home. Secondary dwellings shall contain no more than one (1) dwelling unit.
3. Parking: At least one (1) off street parking stall shall be provided for the secondary dwelling. Such parking stall shall be in addition to all off street parking requirements for the primary single-family dwelling on the lot and shall conform with the City parking standards specified in this title.

~~4. Utility Metering: No separate utility metering for the secondary dwelling shall be allowed.~~

~~4.~~ 5. Design And Character: The secondary dwelling shall be clearly incidental and secondary to the single-family dwelling, there should be no significant alteration to the exterior of the single-family dwelling to accommodate the secondary dwelling and such secondary dwelling shall not adversely affect the residential character of the surrounding neighborhood. A secondary dwelling shall be designed in such a way that neighbors or passersby would not, under normal circumstances, be aware of its existence.

~~5.~~ 6. Size: The secondary dwelling shall be equal to or subordinate in floor area to the remaining floor area occupied by the single-family dwelling.

~~6. 7.~~ Construction Codes: The secondary dwelling shall comply with all construction, housing and building codes in effect at the time the secondary dwelling is constructed and shall comply with all procedures and requirements of the City building regulations.

~~7. 8.~~ Occupants: The secondary dwelling shall be occupied exclusively by one (1) family.

~~8. 9.~~ Ownership: Either the single-family dwelling or secondary dwelling shall be owner occupied.

~~9. 10.~~ Absentee Owner: Temporary absentee property ownership may be allowed due to unforeseen circumstances, such as military assignments, employment commitments, family obligations and quasi-public service. Notwithstanding the foregoing, the maximum time period allowed for absentee property ownership shall not exceed four (4) years. In the event such absentee property ownership occurs, the property owner may rent both the secondary dwelling and the primary dwelling.

D. Site Development: Upon approval of a conditional use permit for a secondary dwelling, an application for site development shall be submitted in accordance with the provisions of [chapter 7](#) of this title. (Ord. 2017-13, 5-16-2017)

At the **March 8, 2018** Planning Commission meeting, the Commission recommended that the City Council approve the zone text amendments as written in the staff report, with little discussion on the changes.

Applicable Ordinances

1. Title 11, Chapter 2 – Definitions
2. Title 11, Chapter 7 – Site Development
3. Title 11, Chapter 10 – Agriculture Zones
4. Title 11, Chapter 13 – Multiple-Family Residential Zones
5. Title 11, Chapter 18 – Mixed Use Districts
6. Title 11, Chapter 28 – Supplementary and Qualifying Regulations

Respectfully Submitted



Eric Anderson
City Planner

Review & Concur



Dave Millheim
City Manager

FARMINGTON, UTAH

ORDINANCE NO. 2018 -

**AN ORDINANCE AMENDING CHAPTERS 7, 10, 13, 18,
AND 28 OF THE ZONING ORDINANCE (ZT-2-18).**

WHEREAS, the Planning Commission has held a public hearing in which the proposed various amendments to the Zoning Ordinance were thoroughly reviewed and the Planning Commission recommended that these changes be approved by the City Council; and

WHEREAS, the Farmington City Council has also held a public hearing pursuant to notice and as required by law and deems it to be in the best interest of the health, safety, and general welfare of the citizens of Farmington to make the changes proposed;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF
FARMINGTON CITY, STATE OF UTAH:**

Section 1. Amendment. Sections 11-7-040, 11-10-040, 11-13-020, 11-13-030, 11-18-040, 11-28-120, and 11-28-200 of the Farmington City Zoning Ordinance is hereby amended as set forth in Exhibit "A" attached hereto and by this reference made a part hereof.

Section 2. Severability. If any provision of this ordinance is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 3. Effective Date. This ordinance shall take effect immediately upon publication or posting or 30 days after passage by the City Council, whichever comes first.

PASSED AND ADOPTED by the City Council of Farmington City, State of Utah, on this 15th day of May, 2018.

FARMINGTON CITY

H. James Talbot, Mayor

ATTEST:

Holly Gadd, City Recorder

EXHIBIT "A"

a) Amending Section 11-7-040(E) & (F), clarifying authority in permitted and conditional uses.

11-7-040: SITE DEVELOPMENT PLAN REVIEW PROCESS:

A. Submission: The applicant shall prepare and make a submission to the city consistent with the standards contained in this chapter, the general plan and other ordinances and resolutions. The applicant shall not engage in any site development or building construction until the necessary approvals, as outlined herein, have been obtained. (Ord. 2006-28, 4-19-2006)

B. Referral To Entities: Proposed site plans shall be delivered by the applicant to such city departments, special districts, governmental boards, bureaus, utility companies and other agencies, which will need to provide facilities and services to the site, for their information and comment. The planning department is responsible for coordinating the comments received from all public and private entities, and shall decide which agencies to refer proposed site plans to.

C. Site Plan Planning Commission Review: The planning department shall review the site plan for conformance with the standards outlined herein; for conformance with the comprehensive plan and this title; for environmental impacts which may be associated with the design; and shall process the site plan and reports as provided in this chapter.

D. City Engineer, Public Works Director: The city engineer and public works department shall review the site plan and make recommendations concerning: flood control requirements; engineering requirements for street widths, grades and alignments; sewer and water requirements; whether the proposed public improvements conform to the requirements of this chapter and other applicable ordinances; and shall be responsible for the approval and inspection of all public improvements.

E. City Planner Permitted Uses: The city planner shall review all applications for single-family and two-family dwellings, and residential permitted uses in all zones ~~agricultural and single-family residential zones, including applications for duplexes~~. If desired, an applicant may request a review by the planning commission of a permitted use. This provision is intended to resolve conflicts or differences of opinion between the applicant and city staff concerning the requirements or interpretation of this chapter. (Ord. 1991-27, 7-17-1991)

F. Planning Commission Conditional Uses: The planning commission shall review all conditional uses. The planning commission shall also review all multiple-family residential, commercial, commercial recreation, office, agricultural use or industrial permitted uses which are subject to the requirements of this chapter, unless such review is waived by the commission and is delegated to the planning department. A notice shall be sent to all adjacent property owners within five hundred feet (500') of the subject property for all site plan reviews considered by the planning commission. After adequate review, an application may be approved, approved with conditions, continued for further study or disapproved for the use and/or site plan. (Ord. 2010-39, 9-21-2010)

b) Amending Section 11-10-040(H)(1) establishing ADUs in agriculture zones as being subordinate in height and area to the main dwelling.

11-10-040: LOT AND SETBACK STANDARDS:

H. Accessory Buildings And Structures:

1. Accessory buildings, except those listed in subsection H2 of this section, shall be located in the rear yard, shall be separated from the main building by a distance in compliance with applicable building codes, shall be at least five feet (5') from all property lines and shall be fifteen feet (15') from a dwelling on an adjacent lot. Accessory buildings shall not be built over utility easements that may run along the side and rear property lines. (Ord. 2014-33, 10-7-2014)
2. No farm animal structure, hay barn, stable, silo, coop, corral or other similar building or structure which is accessory to the agricultural use of land may be located closer than ten feet (10') to any side or rear boundary line or fifty feet (50') to any public street or to any dwelling on adjacent properties. This provision shall not apply to pastures. (Ord. 2015-16, 5-26-2015)
3. A detached accessory building, or other architecturally compatible structure as approved by the planning commission after a public hearing is held, may be located in the side or side corner yard of a lot, providing that a separation is maintained from the residence in compliance with applicable building codes, and all front, side corner and side setbacks are provided as specified in this section and the rear setback is provided as specified in subsection H1 of this section. In no event shall an accessory building encroach into the front yard beyond the nearest corner of the main building. (Ord. 2016-14, 6-7-2016)
4. Equipment or materials stored or located in accessory buildings, yards or structures in AE zones shall be permitted only for the personal use of the occupants of the property. No such storage or use related to a nonagricultural commercial business shall be allowed.
5. (Accessory buildings which contain or constitute) an accessory dwelling unit shall, without exception, be subordinate in height and area to the main building.

c) Amending Sections 11-13-020 and 11-13-030 moving secondary dwelling units from a conditional use to a permitted use.

11-13-020: PERMITTED USES:

The following are permitted uses in multiple-family residential zones. No other permitted uses are allowed, except as provided by subsection [11-4-050F](#) of this title:

Agriculture.

Class A animals.

Home occupations complying with the home occupation chapter of this title, except as specified in section [11-13-030](#) of this chapter.

Residential facilities for the disabled.

Signs complying with [title 15](#) of this Code.

Secondary dwelling unit.

Single-family dwellings.

Two-family dwellings.

Uses customarily accessory to a listed permitted use. (Ord. 2017-13, 5-16-2017)

11-13-030: CONDITIONAL USES:

The following are conditional uses in multiple-family residential zones. No other conditional uses are allowed, except as provided by subsection [11-4-050F](#) of this title:

Apartment dwelling group.

Class B animals.

Class D animals.

Daycare center.

Dwelling, accessory (only in the R-2 Zone).

Dwellings, five- to eight-family in R-8 Zone only (may exceed density standard established by section [11-13-040](#) of this chapter as approved by the Planning Commission up to a maximum density of 15 dwelling units per acre).

Dwellings, four-family (R-4 and R-8 Zones only).

Dwellings, three-family (R-4 and R-8 Zones only).

Greenhouses, private with no retail sales.

Home occupations, as identified in section [11-35-040](#) of this title.

Private school or hospital.

Professional offices (except in R-2 Zones).

Public uses.

Public utility installations (except lines and rights-of-way).

Quasi-public uses.

Residential facilities for the elderly.

~~Secondary dwelling unit.~~

Temporary uses. (Ord. 2017-13, 5-16-2017)

d) Amending Section 11-18-040(D)(1) requiring that any pedestrian walkway used to define a block face be a legislative and discretionary decision.

11-18-040: REGULATING PLAN:

D. Street Network Design: The street network, street standards and street type hierarchy form the basis of the regulating plan. The street network is designed to provide connectivity and adaptability throughout the mixed use districts as the area develops over time. New development shall follow the street network design; however, if minor realignments are necessary due to environmental and/or physical conditions, they will be evaluated during the development plan review process. Major alternative alignments or flexibility with the street network design may be proposed through the project master plan process; provided, that the following provisions are met:

1. Maximum Block Size: The maximum perimeter of any block may not exceed two thousand feet (2,000') in the Residential, General and Transit Mixed Use Districts, and two thousand eight hundred feet (2,800') in the Open Space and Office Mixed Use Districts. Each block face may not exceed seven hundred feet (700'). Block faces may be defined by any of the street types, including pedestrian walkways, that are dedicated public rights-of-way or easements, with the exception of alleys. However, if a pedestrian walkway is used to define a block of the maximum size then the right-of-way for the walkway must be equal to that of the neighborhood (local) road, and the City shall find that there is appropriate consideration, in the form of benefit to the City or the public, from the proposed exception and/or other appropriate reasons that justify the determination of the City to allow for pedestrian walkways to be used as a block face, and the applicant must obtain City approval as part of a Development Plan Application set forth in Section 11-18-070.

e) Amending Section 11-28-120(I)(6) removing the requirement that “other temporary use exemptions” receive written approval from the City Council, and replacing it with City Manager approval.

11-28-120: TEMPORARY USE OF LAND AND STRUCTURES:

I. Exempt Uses: The following temporary uses are exempt from the provisions of this section:

1. Nonprofit Fundraising: Fundraising events of nonprofit organizations which last not more than three (3) consecutive days, including such things as bake sales or car washes, but not including larger events such as outdoor carnivals, swap meets, or arts and crafts sales;
2. Temporary Sales Activities: Temporary sales activities involving the display of new retail products on the site of the business which sells such products, provided the display area is within ten feet (10') of the main building, does not exceed thirty (30) square feet and six feet (6') in height, and does not extend into a public right of way or occupy required parking spaces or landscaped areas;
3. Garage, Yard Sales: Garage sales, yard sales or boutiques that occur not more than four (4) times a year, with each event lasting not more than seventy two (72) hours;
4. Seasonal Fruit, Vegetable Stands: Seasonal fruit and vegetable stands selling produce grown on the premises are permitted subject to compliance with other applicable provisions of this title and the sign ordinance;
5. Community Events: Community events which are sponsored and/or approved by the City ~~city~~;
6. Other Approved Exemptions: Other exemptions as specifically approved in writing by the ~~city~~ ~~council~~ City Manager. (Ord. 2009-49, 10-6-2009)

f) Amending Section 11-28-200 regulating secondary dwelling units.

11-28-200: SECONDARY DWELLING UNITS:

Secondary dwelling units may be allowed as a permitted or conditional use in various zones as designated in this title.

A. Purpose: The purposes of this section and any rules, regulations, standards and specifications adopted pursuant hereto are:

1. Minimal Impacts: To accommodate such housing in residential neighborhoods with minimal impacts on the neighborhood in terms of traffic, noise, parking, congestion and compatible scale and appearance of residential buildings.
2. Decline In Quality: To prevent the proliferation of rental dwellings, absentee ownership, property disinvestment, building code violations and associated decline in quality of residential neighborhoods.
3. Terms And Conditions: To set forth standardized terms and conditions for secondary dwellings and procedures for review and approval of the same.

B. Conditional Use Permit: Secondary dwellings may be permitted as a conditional or a permitted use in any as designated by the underlying zone found in this title. In those zones where a secondary dwelling unit requires conditional use permit approval. Applications for a secondary dwelling shall be submitted and reviewed as a conditional use permit in accordance with chapter 8 of this title.

C. Standards: The following standards and conditions shall apply to all secondary dwellings, in addition to any terms and conditions of approval as imposed by the Planning Commission during the conditional use permit process:

1. Location: A secondary dwelling shall only be allowed as part of a single-family dwelling and shall be secondary and subordinate to such single-family dwelling.
2. Number: A maximum of one (1) secondary dwelling shall be allowed per single-family home. Secondary dwellings shall contain no more than one (1) dwelling unit.
3. Parking: At least one (1) off street parking stall shall be provided for the secondary dwelling. Such parking stall shall be in addition to all off street parking requirements for the primary single-family dwelling on the lot and shall conform with the City parking standards specified in this title.
- ~~4. Utility Metering: No separate utility metering for the secondary dwelling shall be allowed.~~
4. 5. Design And Character: The secondary dwelling shall be clearly incidental and secondary to the single-family dwelling, there should be no significant alteration to the exterior of the single-family dwelling to accommodate the secondary dwelling and such secondary dwelling shall not adversely affect the residential character of the surrounding neighborhood. A secondary dwelling shall be designed in such a way that neighbors or passersby would not, under normal circumstances, be aware of its existence.

~~5.~~ 6. Size: The secondary dwelling shall be equal to or subordinate in floor area to the remaining floor area occupied by the single-family dwelling.

~~6.~~ 7. Construction Codes: The secondary dwelling shall comply with all construction, housing and building codes in effect at the time the secondary dwelling is constructed and shall comply with all procedures and requirements of the City building regulations.

~~7.~~ 8. Occupants: The secondary dwelling shall be occupied exclusively by one (1) family.

~~8.~~ 9. Ownership: Either the single-family dwelling or secondary dwelling shall be owner occupied.

~~9.~~ 10. Absentee Owner: Temporary absentee property ownership may be allowed due to unforeseen circumstances, such as military assignments, employment commitments, family obligations and quasi-public service. Notwithstanding the foregoing, the maximum time period allowed for absentee property ownership shall not exceed four (4) years. In the event such absentee property ownership occurs, the property owner may rent both the secondary dwelling and the primary dwelling.

D. Site Development: Upon approval of a conditional use permit for a secondary dwelling, an application for site development shall be submitted in accordance with the provisions of chapter 7 of this title. (Ord. 2017-13, 5-16-2017)

CITY COUNCIL AGENDA

For Council Meeting:
May 15, 2018

PUBLIC HEARING: Station Towns Rezone and Schematic Plan – 56 South 1100 West

ACTION TO BE CONSIDERED:

1. Hold the public hearing.
2. See staff report for recommendation.

GENERAL INFORMATION:

See enclosed staff report prepared by Eric Anderson, City Planner.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
BRIGHAM MELLOR
CORY RITZ
REBECCA WAYMENT
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Eric Anderson, City Planner

Date: May 15, 2018

SUBJECT: **STATION TOWNS REZONE AND SCHEMATIC PLAN**
Applicant: **Brock Loomis – Jack Fisher Companies**

REZONE

RECOMMENDATION

1. Hold a Public Hearing;

AND

- 2A. (Planning Commission Recommendation) Move that the City Council approve the enclosed enabling ordinance amending the zoning map for 1.1 acres of property, as defined by parcel identification number 080740073 located at approximately 56 South and 1100 West, from an AE (Agriculture Estates) zone to a RMU (Residential Mixed Use) zone, subject to all Farmington City ordinances and development standards.

Findings for Approval:

1. The subject property is awkward in shape and has easements encumbering much of the site, the proposed townhome project of 7 units is the highest and best use of the property given its constraints.
2. The subject property abuts the Station Avenues project and would be a continuation of that project at a much lower density (approximately 6.4 units/acre versus 10.4 units/acre).
3. The subject property is adjacent to the Davis County Fairgrounds, which is a very intensive non-residential use, and a single family home would not be a good use for the subject property.
4. The subject property is situated in a way that makes the possibility of the RMU zone spreading south or east extremely low.
5. There is a perpetual buffer of open space in the form of the large Farmington Greens open space parcel and D&RG trail, and the nearest home is approximately 300' from the proposed townhomes.
6. A rezone is a legislative decision and is determined on a case-by-case basis; in this instance, the rezone makes sense for this property given the inherent constraints of the property and its proximity to high-intensity development (both planned and built).
7. The proposed rezone will allow for medium density housing and would add to the City's housing type mixture.

- 2B.** Move that the City Council deny the zoning map amendment of 1.1 acres of property, as defined by parcel identification number 080740073 located at approximately 56 South and 1100 West, from an AE (Agriculture Estates) zone to a RMU (Residential Mixed Use) zone.

Findings for Denial:

1. The property was originally purchased by Henry Walker Homes as part of their Avenues at the Station project in order for the developer to run a sewer trunk-line directly into 1100 West without crossing the high-pressure gas-lines. The intent was never to continue the Avenues at the Station project to the south.
2. Denying the rezone does not constitute inverse condemnation, because the value of the property was so that the original developer of the Station Avenues project did not have to go to the expense of bridging high-pressure gas lines for sewer and water.
3. Rezoning the property without concurrently reviewing a subdivision or site plan could result in a higher intensity development than what the site plan is currently showing, as the vesting provided by the RMU zoning would likely allow for more than 7 units.
4. The proposed rezone is not consistent with the General Plan.

BACKGROUND

The applicant desires to build 7 townhomes on property located on a small triangular piece of property immediately south of the Avenues at the Station, at approximately 56 South and 1100 West. When (then) Henry Walker Homes was developing the Avenues at the Station project, they purchased the triangular property to the south from Wayne Petty so that they could run a sewer trunk-line and water line directly into 1100 West without having to cross some high-pressure gas lines; the cost of crossing high-pressure gas lines is significant, as it requires robust concrete bridges. Oakwood Homes acquired Henry Walker Homes and took over the entitlement process for the Avenues at the Station, and as a part of that deal, Jack Fisher Homes acquired the subject property and are now seeking to develop it.

While the property was not intended to be built on or developed when it was purchased, there may be some validity to allowing it to be developed and continue the Avenues at the Station project into this constrained property. The Davis County Fairgrounds are adjacent to the proposed project, which is a high intensity use that produces high volumes of traffic year round, particularly during the County Fair. In staff's opinion, the highest and best use for the property, given the constraints, is a small townhome project, like what is being proposed; this is because the property is too small for commercial, would not work for single family residential due to its location and odd shape. However, staff has included an alternative motion for denial as well; the main finding for denial is centered around the premise that this property was never intended to be developed at RMU densities, and was purchased for the purpose of routing the sewer and water lines around the gas lines. While the property may not have been purchased with the intent of developing it, that may not be a compelling reason to deny a property owner the ability to do so.

At the **March 8, 2018** Planning Commission meeting, the commission recommended approval of the rezone as written in the staff report, with the majority of the conversation centering around the constraints of the property and the feasibility for other types of development on such an awkward piece of property. The commissioners pointed out that single family residential would not work on this property, and most commercial would not fit because of the size, shape, and various constraints; ultimately they felt that what was being proposed is the highest and best use for the property.

SCHEMATIC PLAN
(To Be Considered Only If Rezone Is Approved)

RECOMMENDATION

1. Hold a Public Hearing;

AND

2. (Planning Commission Recommendation) Move that the City Council approve the schematic plan for the Station Towns Subdivision, subject to all Farmington City ordinances and development standards, and the following conditions:
 1. The applicant shall obtain a rezone of the property from A to RMU;
 2. The applicant shall either detain all storm-water on site, or obtain approval to convey it off-site from all affected entities prior to preliminary plat review;
 3. The remnant triangular piece of property to the south of the project area must be addressed and/or removed prior to preliminary plat;
 4. The applicant shall apply for and obtain Development Plan Review approval concurrent with preliminary plat, as set forth in Section 11-18-070 of the Zoning Ordinance;
 5. The applicant shall address all outstanding DRC comments prior to preliminary plat review;
 6. The applicant shall obtain and show all necessary easements on preliminary plat.

Findings for Approval:

1. The proposed subdivision is consistent with the conceptual site plan shown at the time of rezone, and the Planning Commission recommended approval of the rezone
2. The subject property is awkward in shape and has easements encumbering much of the site, the proposed townhome project of 7 units is the highest and best use of the property given its constraints.
3. The subject property abuts the Station Avenues project and would be a continuation of that project at a much lower density (approximately 6.4 units/acre versus 10.4 units/acre).
4. The subject property is adjacent to the Davis County Fairgrounds, which is a very intensive non-residential use, and a single family home would not be a good use for the subject property.
5. The subject property is situated in a way that makes the possibility of the RMU zone spreading south or east extremely low.
6. There is a perpetual buffer of open space in the form of the large Farmington Greens open space parcel and D&RG trail, and the nearest home has been shown to be 300' from the proposed townhomes.
7. The proposed subdivision will create medium density housing and would add to the City's housing type mixture.
8. Although this project abuts a collector road (1100 West) and is not required to meet the 300' minimum distance requirement set forth in Section 11-18-060(B) and Farmington Ordinance 2013-23, the proposed subdivision does meet this requirement anyway.

BACKGROUND

The Planning Commission recommended approval of the rezone application to the City Council at their **March 8, 2018** meeting; at the time of that approval, the applicant had not submitted a subdivision application. Staff felt it prudent for the City Council to consider the schematic plan concurrently with

the rezone application, and held off on City Council consideration of the rezone application until schematic plan had received a recommendation from the Planning Commission. Therefore, the property is still zoned A with an active rezone application for an RMU designation.

At the **May 3, 2018** Planning Commission meeting, the schematic plan application was unanimously recommended for approval as written in the staff report.

Supplemental Information

1. Vicinity Map
2. General Plan Map
3. Zoning Map
4. Schematic Plan
5. Enabling Ordinance

Respectfully Submitted



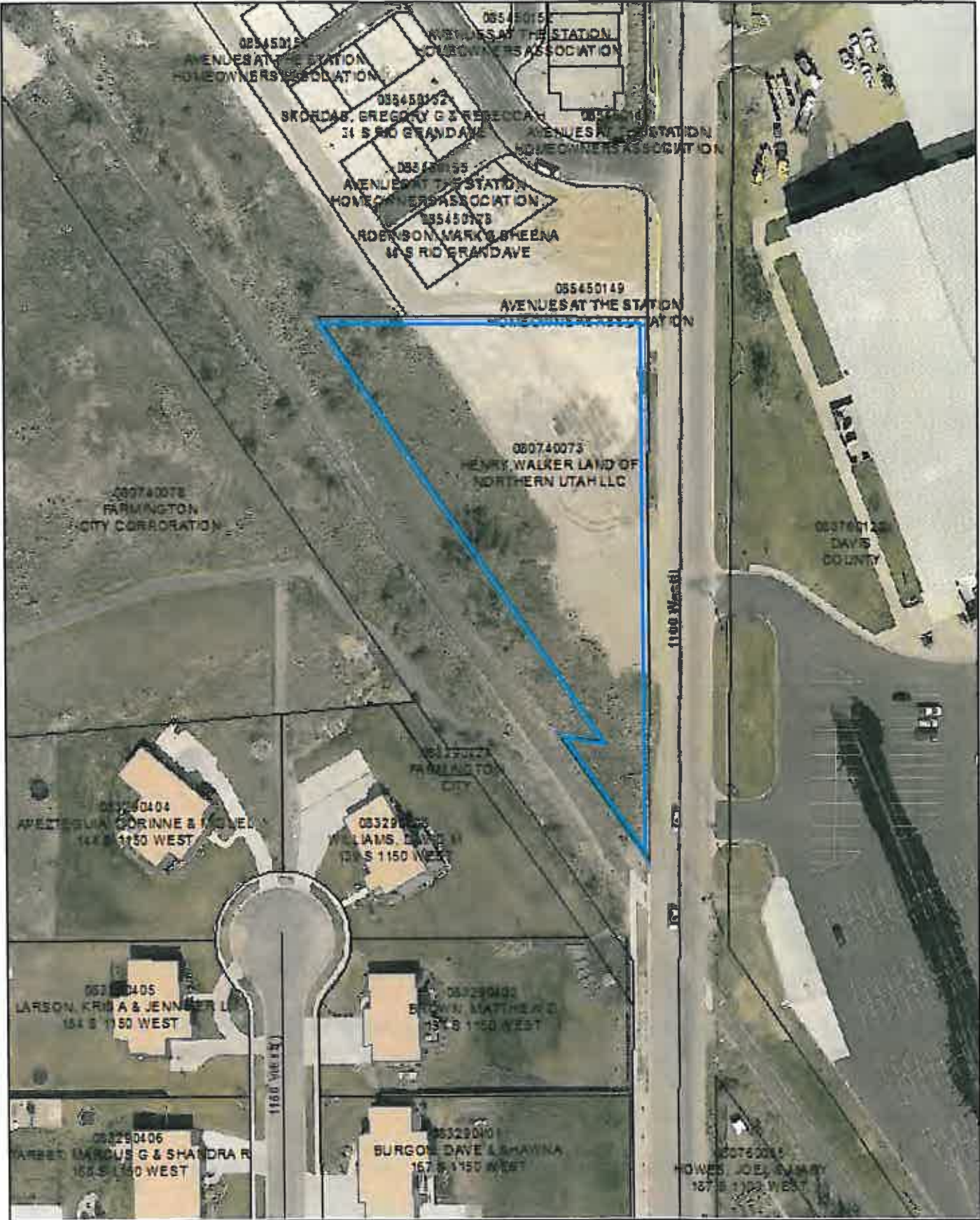
Eric Anderson
City Planner

Concur

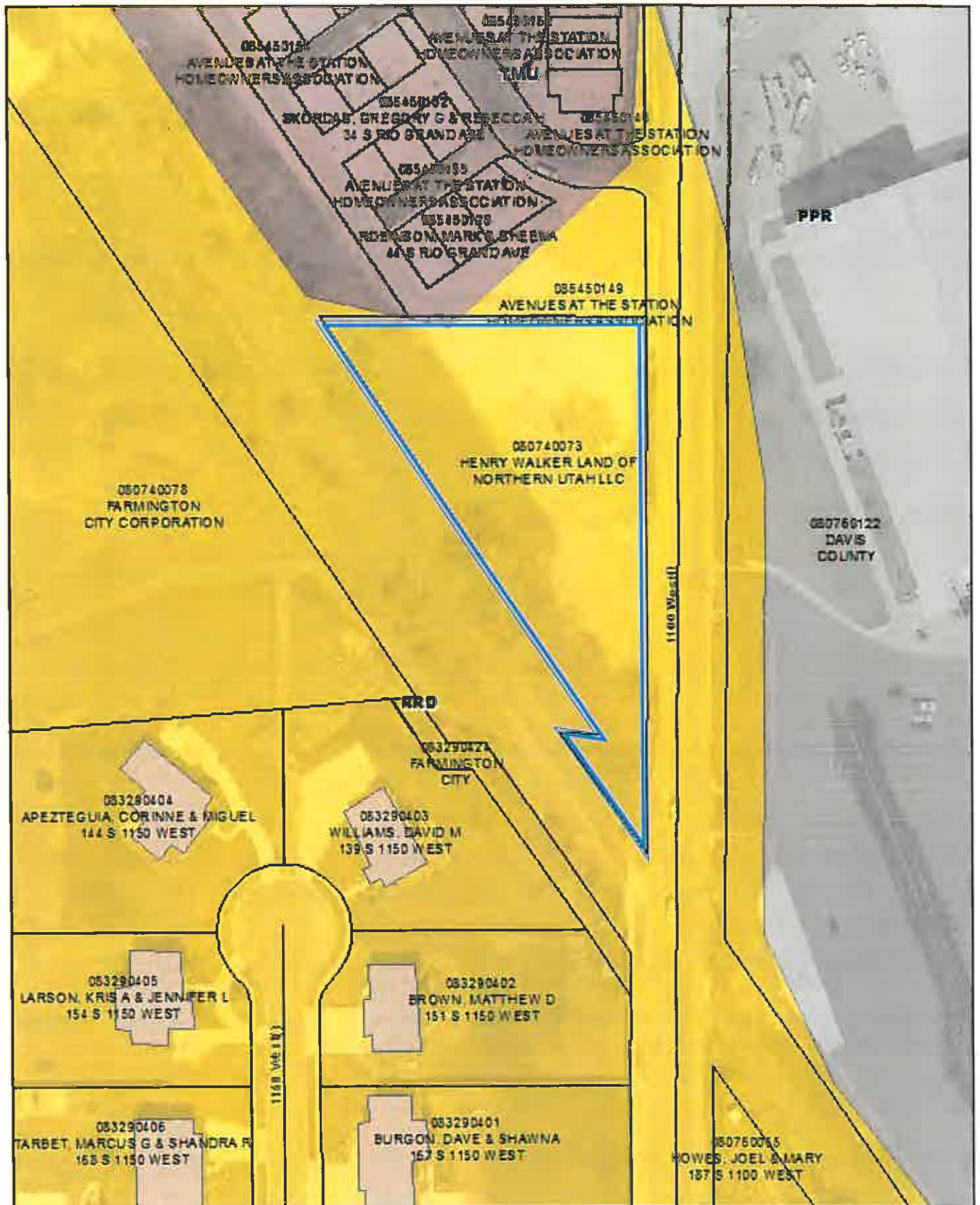


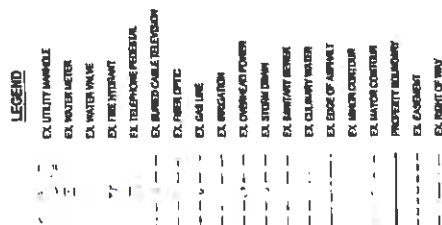
Dave Millheim
City Manager

Farmington City



Farmington City





1215710
AVERIES AT THE STATION
CONCRETE ASSOCIATION

1100 WEST

WASHINGTON CITY COMPTON

CRS ENGINEERS



**STATION TOWNS
FARMINGTON SCHEMATIC PLAN
SCHEMATIC PLAN**

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FARMINGTON, UTAH

ORDINANCE NO. 2018 -

**AN ORDINANCE AMENDING THE ZONING MAP TO SHOW A CHANGE
OF ZONE FOR 1.1 ACRES OF PROPERTY FROM AN A TO AN RMU
ZONE LOCATED AT APROXIMATELY 56 WEST 1100 WEST**

WHEREAS, the Farmington City Planning Commission has reviewed and made a recommendation to the City Council concerning the proposed zoning change pursuant to the Farmington City Zoning Ordinance and has found it to be consistent with the City's General Plan; and

WHEREAS, a public hearing before the City Council of Farmington City was held after being duly advertised as required by law; and

WHEREAS, the City Council of Farmington City finds that such zoning change should be made;

NOW, THEREFORE, BE IT ORDAINED by the City Council of Farmington City, Utah:

Section 1. Zoning Change. The property described in Application # Z-4-18, filed with the City, located at approximately 56 South 1100 West, identified by parcel identification number 080740073, comprising 1.1 acres and as further described on Exhibit "A" and by this reference made a part hereof.

Section 2. Zoning Map Amendment. The Farmington City Zoning Map shall be amended to show the change.

Section 3. Effective Date. This ordinance shall take effect upon the approval of a subdivision application related to the subject property.

DATED this 15th day of May, 2018.

FARMINGTON CITY

H. James Talbot
Mayor

ATTEST:

Holly Gadd
City Recorder

EXHIBIT "A"

PARCEL IDENTIFICATION NUMBER 080740073

Legal Description

BEG AT A PT ON THE W LINE OF A RD, WH PT IS 1.00 CHAINS W, M/L, & S 4.62 CHAINS FR THE SE COR OF THE NE 1/4 OF SEC 23-T3N-R1W, SLB&M; & RUN TH S 416.82 FT, M/L, TO THE E'LY LINE OF THE D&RGW RR R/W; TH NW'LY ALG SD R/W 110 FT, M/L; TH E 31.67 FT, M/L, ALG SD R/W; TH NW'LY ALG SD R/W 367 FT, M/L, TO A PT 3.85 CHAINS W FR THE POB; TH E 3.85 CHAINS TO THE POB. CONT 1.10 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

CITY COUNCIL AGENDA

For Council Meeting:
May 15, 2018

**S U B J E C T: General Plan Amendment – Portions of the DR Designation – 600 South
1525 West (Woodside Homes)**

ACTION TO BE CONSIDERED:

See staff report for recommendation.

GENERAL INFORMATION:

See enclosed staff report prepared by Eric Anderson, City Planner.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



F A R M I N G T O N C I T Y

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
BRIGHAM MELLOR
CORY RITZ
REBECCA WAYMENT
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Eric Anderson, City Planner

Date: May 15, 2018

SUBJECT: **GENERAL PLAN AMENDMENT – PORTIONS OF THE DR DESIGNATION**
Applicant: **Application Initiated by Garrett Seely / Woodside Homes**

RECOMMENDATION

Suggested Alternative Motions

- A. Move that the City Council table the item to give the City more time to better understand the UDOT/WDC betterment package, and what will be recommended regarding berms, landscaping, noise mitigation, etc.

OR

- B. Move that the City Council deny the General Plan amendment request which would change the designation on the General Land Use Plan map from DR to RRD related to the approximately 45 acres of property located at approximately 600 South 1525 West.

Findings for Denial:

1. While the West Davis Corridor is a compelling reason to amend the General Plan, the Record of Decision is not; until the actual highway is constructed, nothing in this area has changed significantly enough to reverse the previous decision made by the Planning Commission on December 15, 2016, as set forth in Findings 2-5 below.
2. After a thorough review of the General Plan on November 17, 2016, the Planning Commission identified several policies, goals, and objectives set forth in the text that (as part of their recommendation) provide and justify the basis for the DR designation as shown on the General Land Use Plan map (see background information and attached matrix/maps), [note: the language of the text of the General Plan supersedes the map]. As per the recommendation of the Commission, General Plan goals and objectives that suggest that the DR designation should remain for the Flat Rock property include, but are not limited, to the following:
 - a. Meadows/riparian areas. A water course which represents from time to time combined discharges from Shepard Creek, Spring Creek, and other sources flows along part of the northern boundary of the property from east to west before traversing directly across the property from north to south in a southwesterly direction (see attached map).
 - b. Grasslands. The site is characterized by grass lands.
 - c. Streams/Stream Channels & Corridors. See finding 1.a. above.
 - d. Green Space. Presently, green space exists on site.

- e. Farmland. Although it appears active farming is not occurring on the property at this time, such a use is available for the site. Active farms exist in the area.
 - f. Greenbelt. See findings 1d. and 1e above.
 - g. Flood plain. Approximately half of the developable portion of the property is located in the FEMA flood plain.
 - h. Wetlands. Maps prepared in part by CRS several years ago show wetlands exist on site.
3. The text and map of the General Plan clearly demonstrates that the elevation of 4,218 feet above sea level shown on the map, beginning in 1993, is not a floodplain line but rather it is intended to show an area that should be identified as DR for reasons set forth in the text of the plan (see finding above). Therefore, it is not relevant if the City in 1993 used the right or wrong datum point in determining the elevation of this line. This policy has been verified in the past as the City has denied requests by owners who have asked that the City consider amending the DR designation for the only reason of changing the elevation of the ground by simply bringing in dirt to change the topography of their land.
 4. It appears that Farmington, and other Cities in Davis County, used incorrect datum points in determining elevation lines. This notwithstanding, the City has given greater deference in the past to other non topography related criteria set forth in its General Plan in keeping DR designations and has denied requests by owners who have asked that the City consider amending this designation for the sole reason of changing the elevation of the ground by simply bringing in fill dirt to change the grade.
 5. Changing the DR designated area is inconsistent with the goals, policies, and objectives of the General Plan which are still valid, and may set a detrimental precedent contrary to said plan.

OR

- C. Move that the City Council approve the General Plan amendment request which would change the designation on the General Land Use Plan map from DR to RRD related to all properties north and/or east of the West Davis Corridor as indicated by the attached maps, thereby moving the Development Restriction line to the WDC highway alignment;

Findings for Approval:

1. The Record of Decision for the alignment of the West Davis Corridor is a compelling enough reason to amend the General Plan for all affected properties currently designated as DR, and move the Development Restriction line to match the WDC.
2. The actual area that this designation will open to development is proportionally small and is either already developed, or has a conservation easement over it, which greatly limits the development potential of these areas.
3. Moving the DR line to the WDC alignment makes sense as the highway will act as an artificial edge to the City as well as a dyke from the Great Salt Lake.
4. Areas that were within the DR line that this alternative motion would move to the RRD designation will likely have to obtain a rezone of the property from AA to develop (or they can develop under the AA restrictions, but they can do that now).
5. Even though a large portion of the property is located in the FEMA flood plain, existing City practices dictate that owners may submit floodplain amendment applications as part of the development process.
6. The applicant may verify the non-existence of wetlands later as part of the development process.
7. Any implementation necessary on the City's part of the final results of the UDOT/WDC betterment effort for the West Davis Corridor can be accomplished through zone change, subdivision, site plan, and/or annexation application process.

OR

- D.** Move that the Planning Commission recommend that the City Council approve the General Plan amendment request which would change the designation on the General Land Use Plan map from DR to RRD related to the approximately 45 acres of property located at approximately 600 South 1525 West, as defined in application MP-2-18 and the attached vicinity maps;

Findings for Approval:

1. The Record of Decision for the alignment of the West Davis Corridor is a compelling enough reason to amend the General Plan for the subject property and remove the Development Restriction designation thereon.
2. Sanitary Sewer is available to the site without the necessity of establishing a sewer lift station or individual sewer ejector pumps for each dwelling within what could be a proposed subdivision for the property.
3. The property is characterized by only some but not all factors set forth in the General Plan used to determine DR areas; that is, the property lacks quality tree stands, and berms, and there is no apparent storm drainage, culinary water, or transportation constraints.
4. Even though a large portion of the property is located in the FEMA flood plain, existing City practices dictate that owners may submit floodplain amendment applications as part of the development process.
5. The applicant may verify the non-existence of wetlands later as part of the development process.

OR

- E. (Planning Commission Recommendation)** Move that the City Council approve the General Plan amendment request which would change the designation on the General Land Use Plan map from DR to RRD related to all DR properties east of the Hughes and Stoddard properties, thereby moving the Development Restriction line to the West Davis Corridor highway alignment as indicated by the attached map for Motion “E”;

Findings for Approval:

1. The Record of Decision for the alignment of the West Davis Corridor is a compelling enough reason to amend the General Plan for all affected properties currently designated as DR, and move the Development Restriction line to match the WDC, except for those properties that are under conservation easements or for properties already developed.
2. Moving the DR line to the WDC alignment for this particular area makes sense as the highway will act as an artificial edge to the City as well as a dyke from the Great Salt Lake.
3. Areas that were within the DR line that this alternative motion would move to the RRD designation will likely have to obtain a rezone of the property from AA to develop (or they can develop under the AA restrictions, but they can do that now).
4. Even though a large portion of the property is located in the FEMA flood plain, existing City practices dictate that owners may submit floodplain amendment applications as part of the development process.
5. The applicant may verify the non-existence of wetlands later as part of the development process.
6. Any implementation necessary on the City’s part of the final results of the UDOT/WDC betterment effort for the West Davis Corridor can be accomplished through zone change, subdivision, site plan, and/or annexation application process.

BACKGROUND

In 2016, Jonathan Hughes, the property owner, demonstrated to the City, with the help of the County Surveyor and other professionals, that the City used the wrong datum points in 1993 when it established a line of 4,218 feet above sea level as shown on the General Land Use Plan map (note: the wrong datum points were also used countywide). And because of this, Ivory Homes submitted an application requesting that the City amend its General Plan to allow for a higher density of development of the Flatrock property [note: it appears that County Surveyor maintains that the 4,218 line is much further south and west than what is shown on the General Plan map, even though the applicant's engineer shows that much of the Hughes property is still below 4,218]. When that application was reviewed at the December 15, 2016 Planning Commission meeting, it was recommended for denial. The minutes from that meeting have been included for your review; the general consensus was that even though the 4218 elevation line did not encumber these properties, there were other factors that the General Plan considered for the DR designation. The original attachments from the staff report that were used in making the ultimate recommendation for denial have been included for your review. One major reason for denial was the forthcoming Record of Decision from UDOT regarding the alignment of the West Davis Corridor; the thinking was that the Record of Decision would affect the whole of this area, and would likely mean the DR line would shift for *all* areas north and east of the corridor alignment. Since the time of the original application, the Record of Decision has been made and the original applicant, Jonathan Hughes is now being joined by Lynn Stoddard and reapplying for the whole of these two parcels to be redesignated from DR to RRD on the General Plan. The Planning Commission considered the Hughes/Stoddard application at a public hearing on **April 19, 2018**. After some deliberation, the Commission tabled action and directed staff to bring back an option showing the possibility of changing all DR areas north (and east) of the WDC alignment to RRD, and to re-post a public hearing for the same.

At the **May 3, 2018** Planning Commission meeting, the commissioners proposed and recommended a fifth alternative motion, which included all DR properties to the north of the WDC alignment and east of the western boundary of the Hughes and Stoddard properties. The reason this modification was ultimately broached and approved, is because many of the conservation easements that are east and north of the WDC may go away as part of the UDOT condemnation process. After much deliberation, the Planning Commission felt that removing those properties that had either been developed or were under conservation easement was prudent, because too much is unknown on their status moving forward.

Staff has proposed five alternative motions to the City Council, with findings for each: table, deny, approve for all DR designated areas north and east of the WDC alignment, approve for only the Hughes and Stoddard properties, and the Planning Commission recommendation of approving for all DR properties north of the West Davis Corridor and east of the western boundary of the Hughes and Stoddard properties.

Supplemental Information

1. Vicinity Map
2. General Plan Map
3. Zoning Map
4. Application Narrative
5. Planning Commission Minutes from 12.15.16 Meeting
6. County Elevation Map – Illustrating the Location of the 4218 Elevation Line
7. FEMA Flood Map
8. Matrix/Map of applicable General Plan Criteria
9. Exhibits for Motions “C” through “E”

Respectfully Submitted

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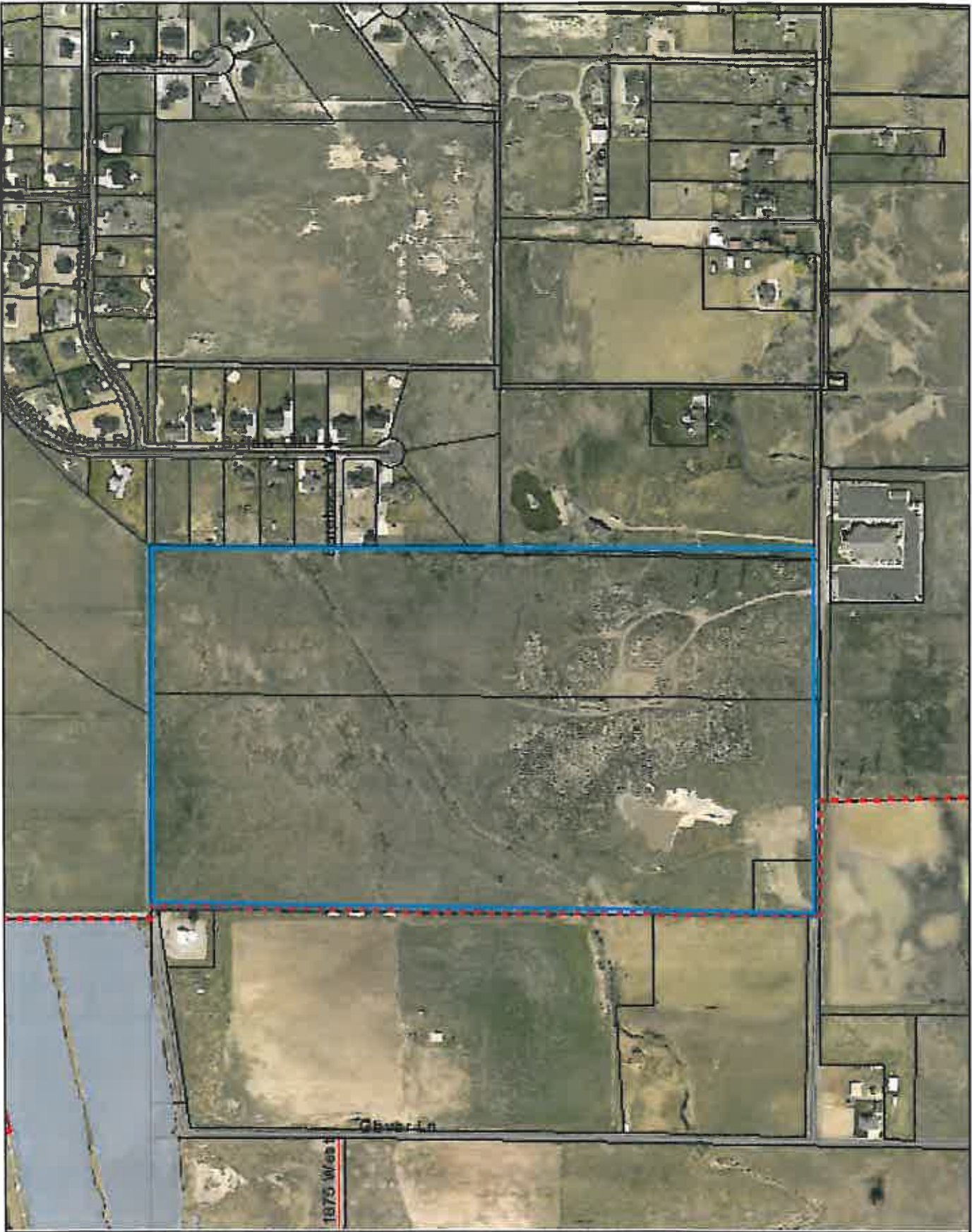
Eric Anderson
City Planner

Concur

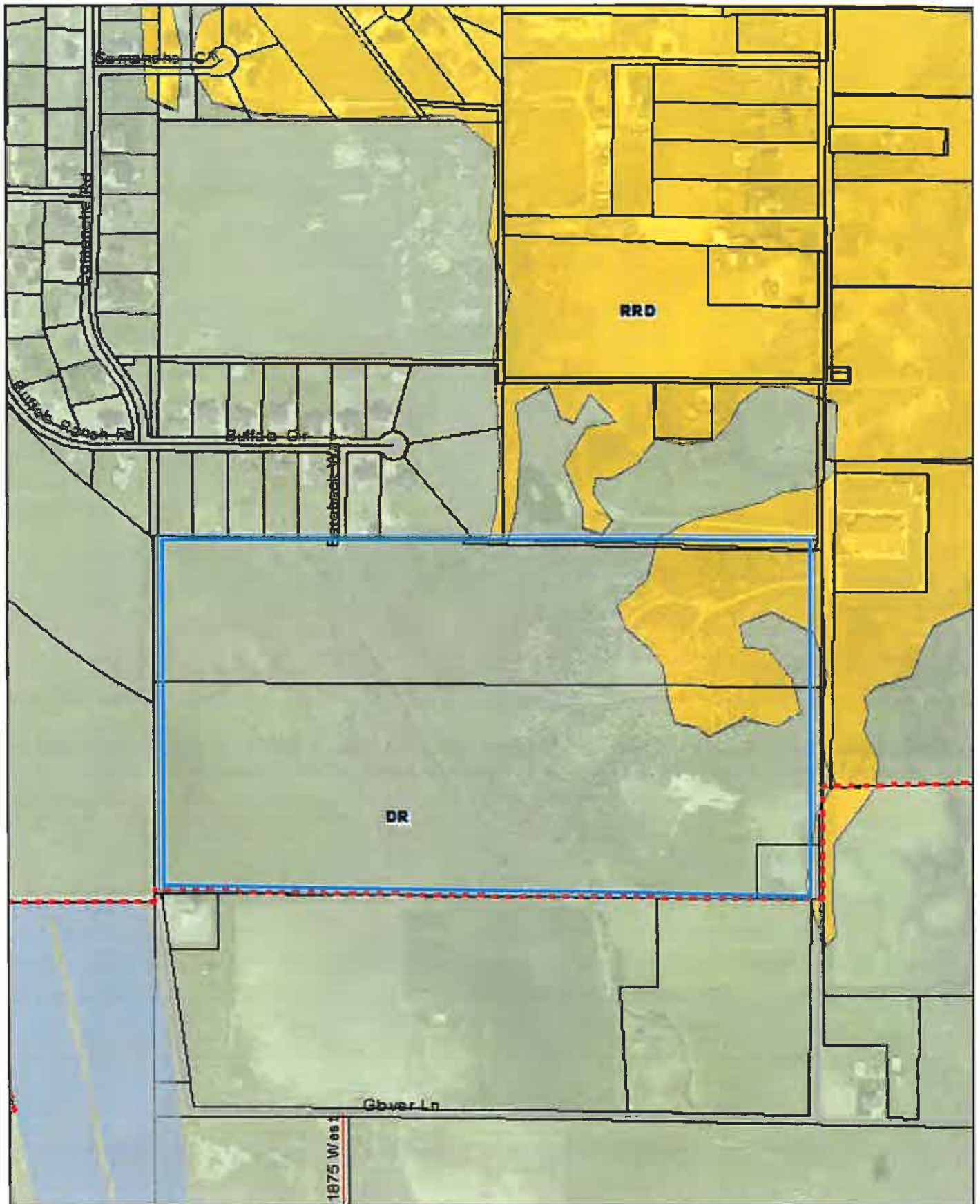
A handwritten signature in black ink, appearing to read "Dave Millheim", followed by a horizontal line.

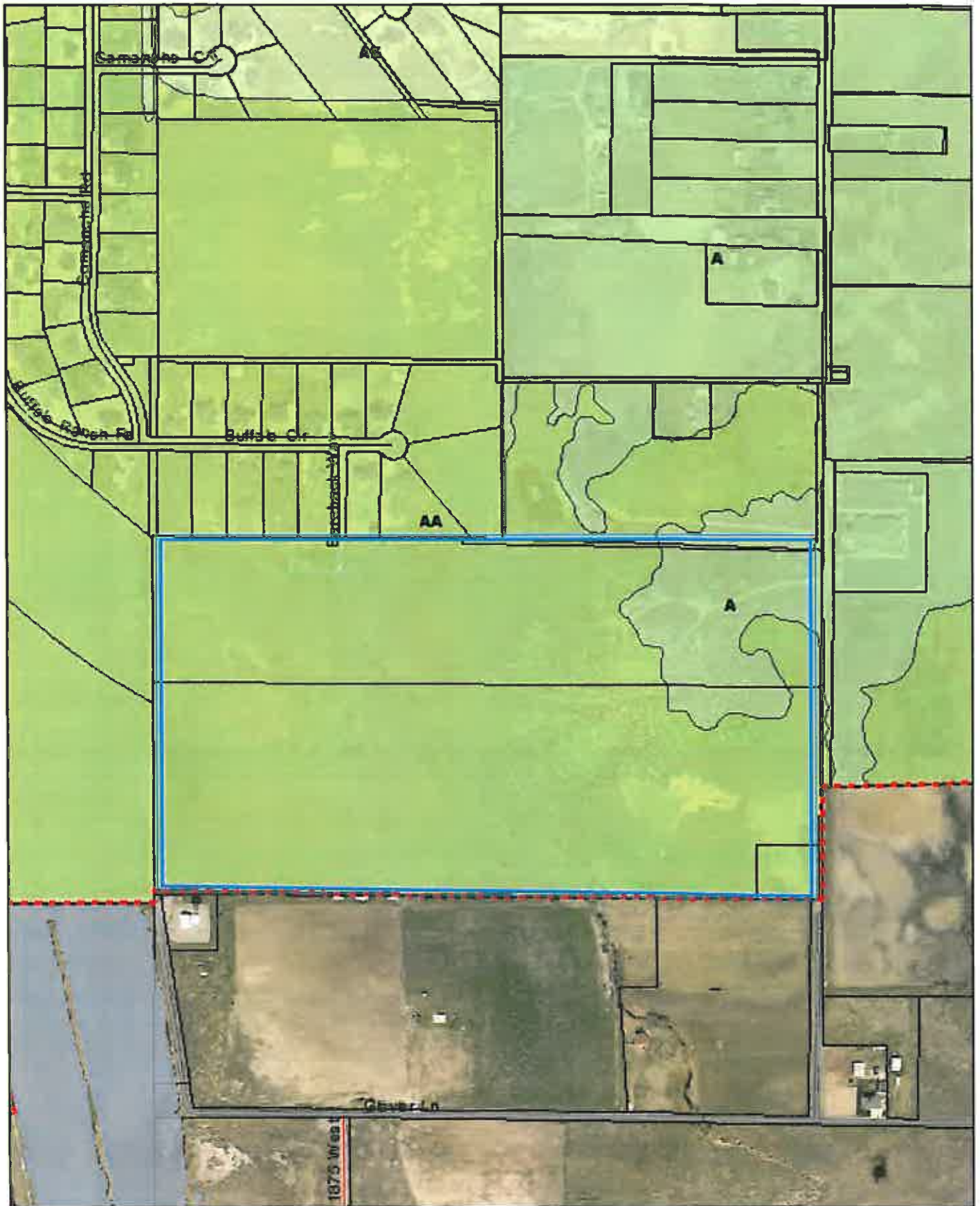
Dave Millheim
City Manager

Farmington City



Farmington City





Two parcels are being submitted for the General Plan Amendment, the Stoddard Parcel and the Flatrock Parcel. These parcels are located at approximately 600 South 1525 West. The east boundary of both parcels is 1525 West, and the west boundary of both parcels is the Buffalo Ranch trail. The north boundary is the Ranches development. The majority of the parcels are currently have a DR designation, with a small area of RRD.

The West Davis Corridor (WDC) will be located across the south portion of the Stoddard parcel, and the WDC will become the south line of the parcel to be developed. The east boundary will be defined by the overpass and alignment shift of 1525 West associated with the WDC. The west boundary will be the trail overpass and trail embankment also associated with the WDC.

It is our understanding that one of the main factors in designating these parcels as DR is the elevation of the parcels, and the inclusion of portions of the parcels being in Zone A and Zone AE on the Flood Insurance Rate Maps (FIRMs). In discussions with the County Surveyor and City Staff, it appears that the majority, if not all of the parcels will be removed from the Zone A and AE designations when the new FIRMs are produced by FEMA. Those new FIRMs are anticipated to become effective in early 2019.

The parcels both have significant fill that has been placed on the parcels, making them less than attractive for natural open space.

It is contemplated that the existing drainage channel (man-made) will be piped when the parcels are developed.

The CSDSD has reviewed the property and determined that there is capacity in the existing pumping station and force main to accommodate 3 units per acre. A letter requesting a lift station to service these parcels has been submitted to the Sewer District.

We believe that the logical boundary for the development of the City will be the WDC, and that the DR designation should be removed north and east of the WDC improvements.

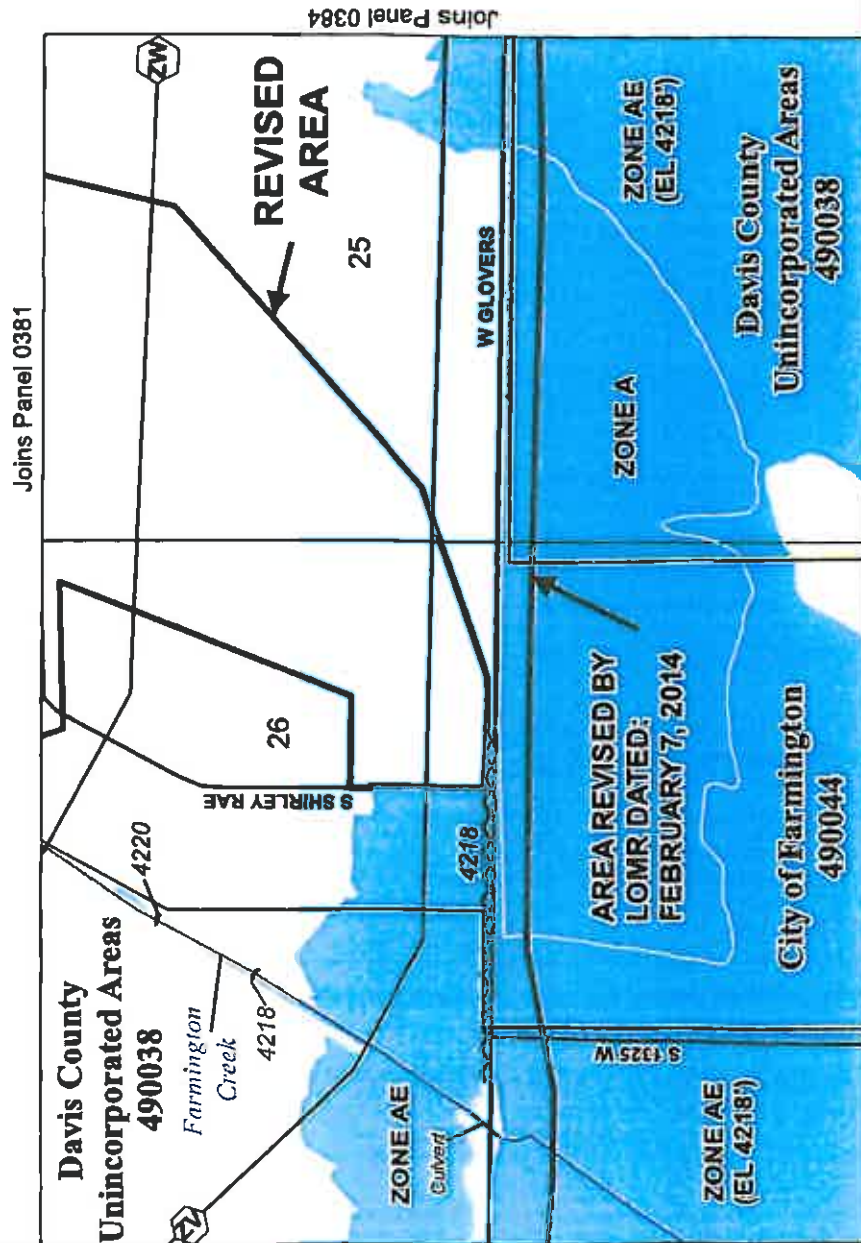
Based on the above, we are requesting that the General plan designation should be modified from a mix of RRD and DR to RRD.



Davis County Surveyor's Office	
Surveyor	Mark A. Smith
Map Scale	1" = 1/4" AS SHOWN
FEMA FIRM MAP	
FARMINGTON CITY	
FLOOD ZONE AE	
A PART OF THE FLOODING EFFECTS FROM GREAT SALT LAKE, AS SHOWN IN THE FIRM MAP, IS SHOWN	
FARMINGTON CITY, UTAH 84401, 2018	
Davis County Surveyor's Office	
Mark A. Smith	



NOTE: MAP AREA SHOWN ON THIS PANEL IS LOCATED WITHIN TOWNSHIP 3 NORTH, RANGE 1 WEST.



SPECIAL FLOOD HAZARD AREAS

Without Base Flood Elevation (BFE)
Zone A V AEV
With BFE or Depth Zone AE, AO, AH, VE, AR
Regulatory Floodway

0.2 % Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
Future Conditions 1% Annual Chance Flood Hazard Zone X
Area with Reduced Flood Risk due to Levees
See Notes, Zone 1

OTHER AREAS OF FLOOD HAZARD

SCALE

1 inch = 500 feet
1:50,000

0 250 500 1,000 Feet
0 62.5 125 250 Meters

NATIONAL FLOOD INSURANCE PROGRAM

FLOOD INSURANCE ACT OF 1968, AS AMENDED

FEDERAL EMERGENCY MANAGEMENT AGENCY

DAVIS COUNTY, UTAH
and Unincorporated Areas

PANEL 383 of 575

Community Number 490038
Davis County 490040
Farmington, City of 490044

Panel Number 383
Suffix E

Version Number 1.1.10
Map Number 4901100383E
Effective Date June 18, 2007

REVISOR TO REFLECT LOMR

EFFECTIVE: June 24, 2016

General Plan Goals, Objectives, and Policies

	Properties																						
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
Open Space (p. 4.1; 3., 7.; p. 4.4; 6., 6a., 8.; p. 7.5 and 7.6; 2.3a.; p. 10-7; 2.a.1))	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
1 Meadows/riparian areas	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
2 Grasslands	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
3 Tree Stands	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
4 Streams/Stream Channels & Corridor	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
5 * Wildlife and/or Habitat	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
6 Green Space	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
7 Berms	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
8 **** Farmland	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
9 Green Belt	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Total	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6

* Study has not been done to verify this objective.

** Subject properties do not have flood walls, historical buildings or archeological sites.

*** The City should do an open space study to determine, in part, which lands have the highest priority in terms of preservation within a comprehensive open space system.

1) It has been done to a certain degree

2) This DR area on the above referenced properties would have likely been a high priority if a more thorough study had been done in the 1980's

**** Farmland is historically and environmentally unique.

	Public Facilities/Recreation (p. 4.1; 7.; p. 4.3; 4.2; 3. p. 6.3; 2 & 3; p. 4.5; 4; p. 4.6; 2d; p. 7.8; p. 8.8; 1; 2009 MTP; p. 4.7; 4a; p. 6.3)																						
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
1 Trail	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
2 * Storm Drainage Constraints	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
3 **Transportation	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
4 Culinary Water	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
5 Sanitary Sewer Constraints	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Total	3	2	3	3	2	2	2	2	2	2	2	3	3	3	3	3	2	2	2	2	2	2	2

* Most properties have on-going issues of small detention ponds v. large detention ponds, and proximity to lake can be a problem

** Transportation Plans goals and policies are ready to be met depending on the type of land use proposed (i.e. ag, res., etc.)

	Flood Plain/Wetlands (p. 5.3; p. 10-7; 2.a.1); p. 5.4)																						
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
1 Flood Plain	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
2 Wetlands	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Total	1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2

16 Categories	10	10	11	11	9	7	10	8	3	8	8	14	14	14	14	11	10	11	8	8	11	10	10
TOTAL totals	63%	63%	68%	69%	56%	44%	63%	50%	19%	50%	50%	88%	88%	88%	88%	63%	63%	50%	50%	66%	63%	63%	63%
100%																							

Agriculture (p. 4.8.1., 2., 3., p. 8.1: 1, 2., and 5.)

Note: The General Plan indicates that land below what the PC and the CC thought was the 4218 line should be preserved as agriculture, very low density, or open space. It appears that any "flood plain" reasons for the 4218 line are not referenced in the text of the General Plan nor its land use map.

Note: Agriculture goals, objectives and policies are incorporated in the matrix above.

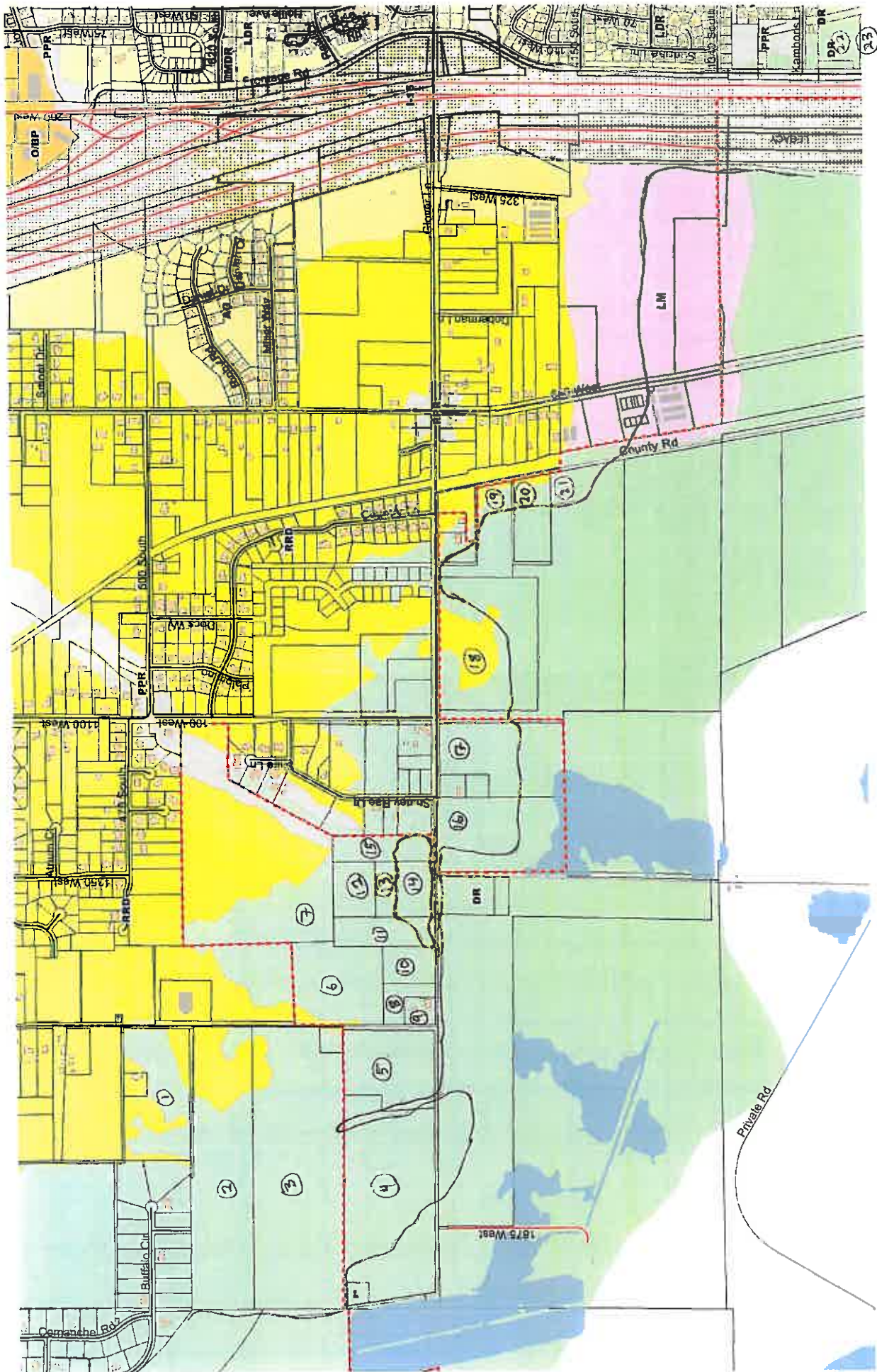
Residential

Note: Residential goals, objectives and policies are incorporated in the matrix above.

Note: One the residential objectives states that residential land uses should be consistent with the goals and policies of the community adopted land use plans and studies.

TDR (p. 10-2; 2., 3.; p. 10-3; c.; p. 10-4; n.5) and 7);

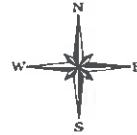
It appears that TDRs may be a possibility in areas with the DR designation.





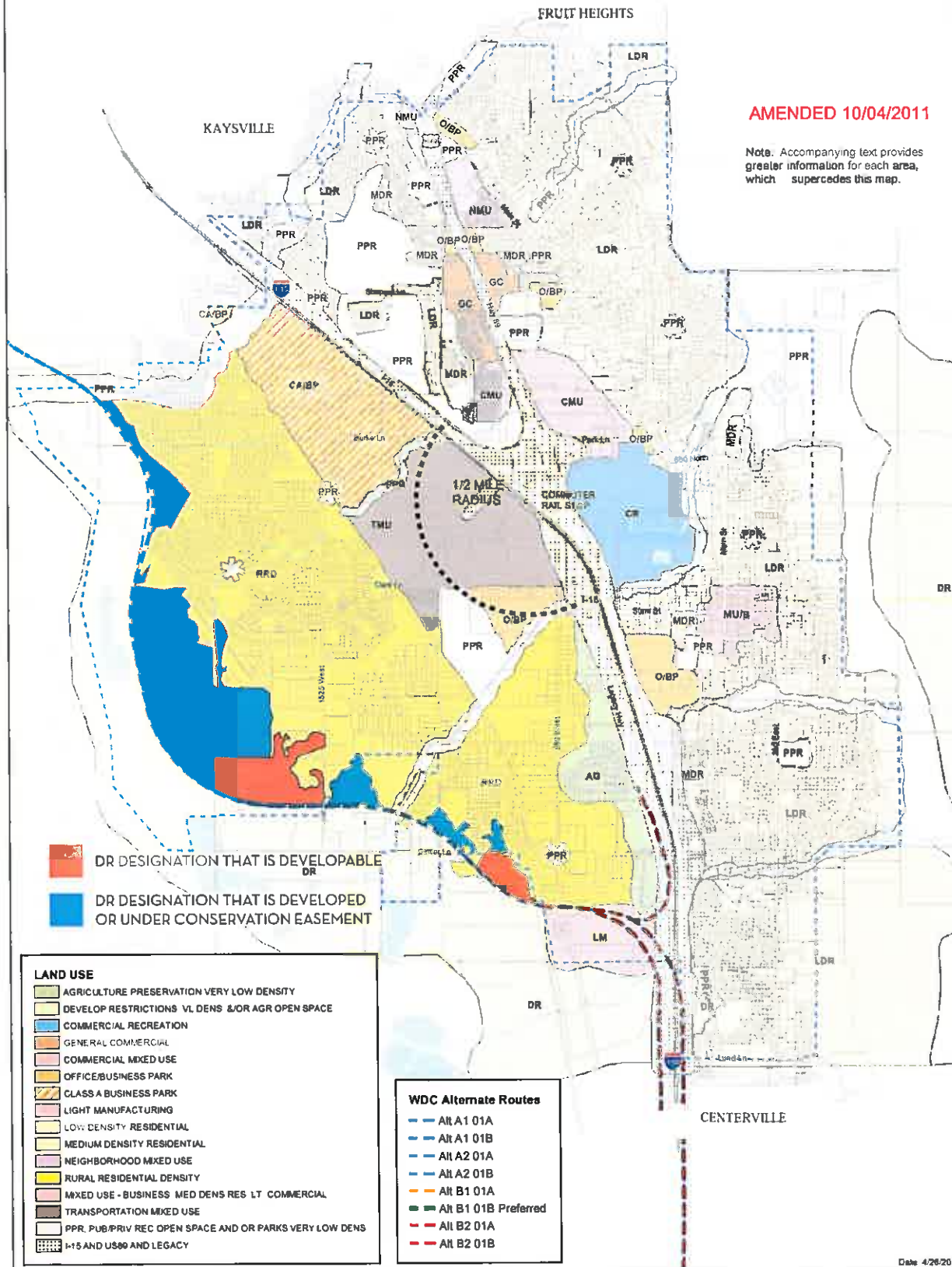
GENERAL LAND USE PLAN

FARMINGTON CITY



AMENDED 10/04/2011

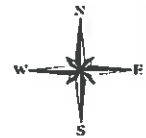
Note: Accompanying text provides greater information for each area, which supercedes this map.



[illegible]



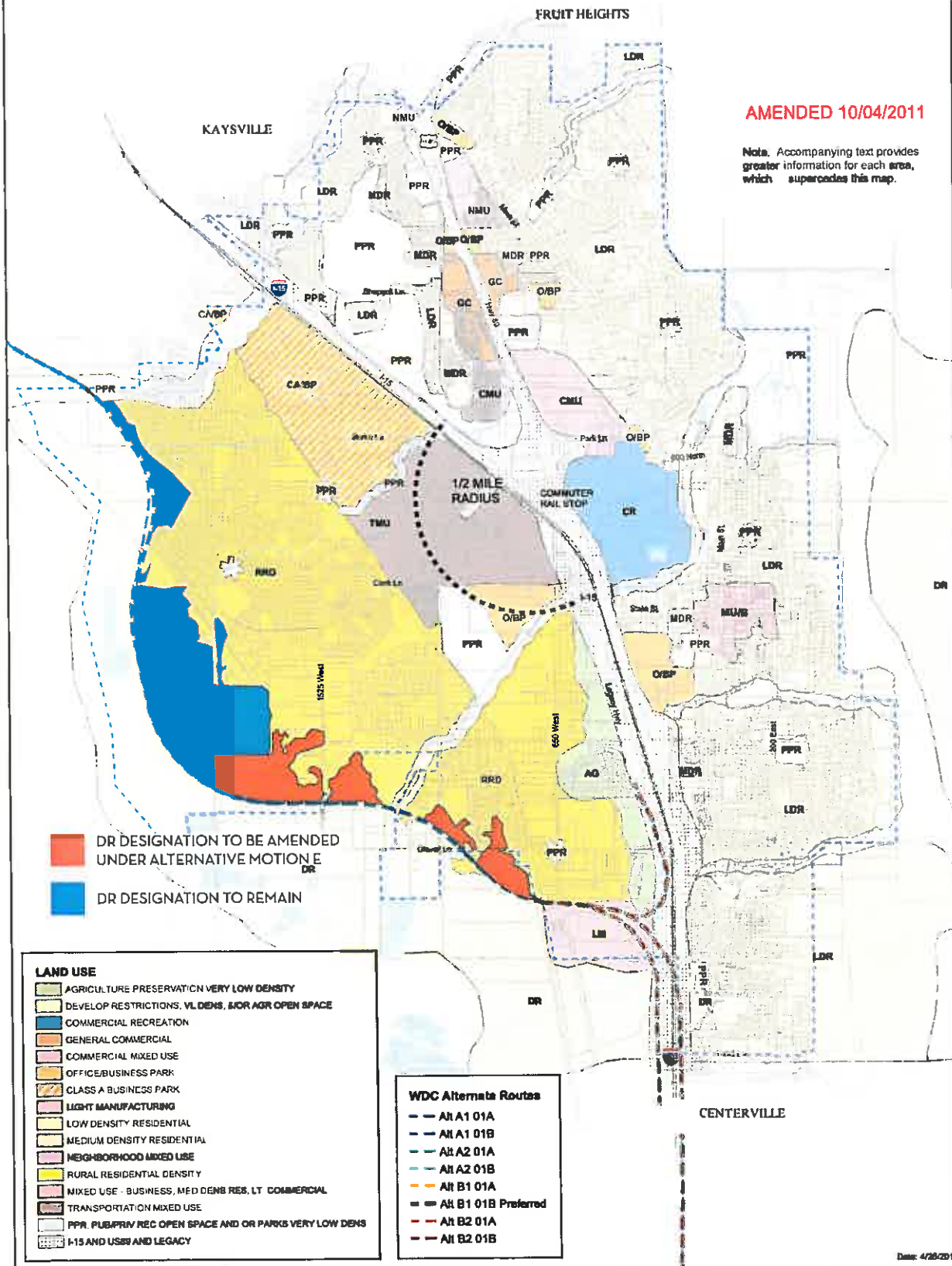
GENERAL LAND USE PLAN FARMINGTON CITY



MOTION "E"

AMENDED 10/04/2011

Note: Accompanying text provides greater information for each area, which supercedes this map.



CITY COUNCIL AGENDA

For Council Meeting:
May 15, 2018

S U B J E C T: Summerfest Donation

ACTION TO BE CONSIDERED:

Deny the request for a \$1,500 donation to the Bountiful Davis Art Center for Summerfest.

GENERAL INFORMATION:

See enclosed staff report prepared by Holly Gadd, City Recorder.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
BRIGHAM MELLOR
CORY RITZ
REBECCA WAYMENT
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Mayor and City Council

From: Holly Gadd

Date: May 8, 2018

SUBJECT: **SUMMERFEST DONATION**

RECOMMENDATION

Deny the request for a \$1,500 donation to the Bountiful Davis Art Center for Summerfest.

BACKGROUND

Bountiful Davis Art Center events have quadrupled in the past 3 years. Over 40,000 people attended last year and 30% of these visitors are coming from outside Davis County. Because of the growth of these events, they are requesting a donation of \$1,500 from Farmington City.

In doing some research, Farmington has donated in the past to the Art Center but not within the last 8 years. After donating for a few years the City Council decided to stop donating and put the money towards our own Arts programs.

Respectfully Submitted

Holly Gadd
City Recorder

Review & Concur

Dave Millheim
City Manager



Summerfest '18

executive
director:
alysa revell

Farmington City
c/o Dave Millheim, City Manager
160 South Main
Farmington, UT 84025

Dear Mayor and City Council,

Thank you for the opportunity to request support for Bountiful Davis Summerfest International.

BDAC's mission is to engage the community through quality artistic and cultural programs, provide educational experiences, and encourage the growth and expression of art throughout Davis County. These programs are carried out by a small staff, a board of trustees, and hundreds of volunteers and host families. Summerfest, classes, exhibits, and family activities are all part of the educational offerings.

In the past 3 years that BDAC has been in its our new location, attendance to BDAC events has quadrupled! The programs have grown substantially, including Summerfest, allowing thousands of attendees to participate and have their live enriched by BDAC's educational offerings and events. We are certain that the surrounding area has seen an economic impact as well. Over 40,000 people enjoyed what BDAC has to offer last year, with 30% of these visitors coming from outside Davis County. I have also enclosed a form that lists the levels and benefits of sponsorship for your information.

We are delighted with this tremendous growth.

At this time, we are respectfully requesting a contribution from Farmington City to support Summerfest this year.

Summary of BDAC Request to Farmington City

Bountiful Davis Summerfest International	\$1,500
--	---------

It would be a pleasure to work with Farmington City in bringing Summerfest and the educational, artistic, and cultural programs of BDAC to so many people in Davis County. Please let me know if you would like me to present this request in person at a City Council meeting.

Sincerely,

A handwritten signature in black ink that reads 'Alysa Revell'.

Alysa Revell
Executive Director

board of trustees:
randall benson
jon bouwhuis
lenore bouwhuis
scott durrant
steve k hill
kimberly marsden
aida mattingley
merrilee mc call
douglas meredith
john pitt
richard smalley
james todd young

chair:
heather smith
vice chair:
david wicai
secretary:
christie mullen
treasurer:
nathan francis
ex officio
beth holbrook
advisor:
joe johnson
mayor's
appointee:
james
christensen

Summerfest 18

A Program of Bountiful Davis Art Center Since 1988

SUPPORT THE ARTS
and reach over
100,000*
PEOPLE

*20,000 event attendees, 80,000 to 100,000 people reached through marketing efforts



Bountiful Davis Summerfest International Art & Folk Festival 2018

Now in its 31st year! International performances, artist booths,
ethnic food and Children's Art Yard.

Festival Dates:

August 10-11, 2018– Summerfest festival at
Bountiful City Park (400 North and 200 West
in Bountiful)



Thank you to Bountiful
City for supporting
Summerfest and making Free
Admission possible!

Please check the box(s) to indicate your level of participation

SPONSORSHIP LEVELS AND BENEFITS

- ☐ **Diamond Level.....\$5,000+ ****
- A day named after your City – ie. Your City Name - Day at Summerfest
 - Invitation to the Mayor's Reception and special recognition at that event.
 - Name/Logo on program, posters, mailers, kiosk and all other promotional materials
 - Name announced at all performances
 - Booth space will be available for your city during the festival and promotional items from your city may be distributed
 - Customer provided banner displayed in the park during the event
 - Logo added to Major Sponsor banner displayed at event
 - Staff and Volunteers will wear a shirt with organization logo for the day named after your business
- ☐ **Platinum Level.....\$1,000 - \$4,999**
- Opportunities to sponsor: Children's Art Yard, Street Dance, or school performances
 - Invitation to the Mayor's Reception and special recognition at that event
 - Name/Logo on program, posters, mailers, kiosk and all other promotional materials
 - Name announced at select performances
 - Customer provided banner displayed in the park during the event
- ☐ **Gold Level.....\$600 - \$999**
- Invitation to the Mayor's Reception and special recognition at that event
 - Name/Logo on program
 - Name announced at select performances
- ☐ **Silver Level.....\$100 - \$599**
- Invitation to the Mayor's Reception and special recognition at that event
 - Name on program

**If there are more than four \$5,000 sponsors, a day may be co-sponsored.

SPONSOR INFORMATION

Name: _____
Title: _____
Company: _____
Address: _____
City: _____ State: _____ Zip: _____
E-mail: _____
Telephone: _____

Please return completed form with payment to:

Bountiful Davis Art Center
90 N Main Street Bountiful, UT 84010
For questions contact Alysa Revell at 801.295.3618, alysa@bdac.org or James
Bates at james@bdac.org

www.bdac.org

PAYMENT METHOD

Enter Total Amount \$ _____

☐ Credit Card ☐ Check ☐ Send Invoice

Make checks payable to "BDAC"

Credit Card Information:

Type of Card: ☐ VISA ☐ MasterCard ☐ AMEX ☐ Discover

Total Amount to be charged: \$ _____

Name of Cardholder: _____

Card Number: _____

Exp. Date: ____ / ____ Security Code: _____

Is this a company credit card? ☐ Yes ☐ No

If yes, provide the company name: _____

Signature: _____

Thank you for your support!

CITY COUNCIL AGENDA

For Council Meeting:
May 15, 2018

S U B J E C T: Ordinance Adopting Water Supply Shortage and Drought Condition Measures

ACTION TO BE CONSIDERED:

Approve the ordinance adopting water supply shortage and drought condition measures.

GENERAL INFORMATION:

See enclosed staff report prepared by Larry Famuliner, Water Superintendent.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



F A R M I N G T O N C I T Y

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
BRIGHAM MELLOR
CORY RITZ
REBECCA WAYMENT
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Larry Famuliner, Water Superintendent

Date: May 15, 2018

SUBJECT: **ORDINANCE ADOPTING WATER SUPPLY SHORTAGE AND DROUGHT
CONDITION MEASURES**

RECOMMENDATION

Adopt the water supply shortage and drought condition measures ordinance.

BACKGROUND

Farmington City supplies the majority of its water through City owned wells. Almost all properties in the City have secondary irrigation supplied by Benchland Water or Weber Basin Water Conservancy District. Weather patterns and the climate are causing changes to how the water basin area will collect and store water for both culinary and secondary uses. Droughts, natural disasters, and mechanical failures can affect the demand, supply, and availability of water. An ordinance is needed to allow City Staff to enact water restrictions and impose penalties when deemed necessary by City Staff, the City Council, water districts, and the State Engineer. The proposed ordinance allows staff to make these restrictions based on weather conditions, consultations, and restrictions imposed by others in the water basin on either culinary or secondary supplies.

City Staff recommends that the Water Supply Shortage and Drought Condition Measures Ordinance be approved and adopted as it outlines the steps the City may take in the event of a water supply shortage.

SUPPLEMENTAL INFORMATION

1. Water supply shortage ordinance

Respectively Submitted

Larry Famuliner
Water Superintendent

Reviewed and Concur

Dave Millheim
City Manager

ORDINANCE NO. _____

AN ORDINANCE ADOPTING A WATER SUPPLY SHORTAGE AND DROUGHT CONDITION MEASURES FOR THE PROTECTION OF AVAILABLE WATER SUPPLY AND QUALITY THEREOF FOR DOMESTIC INDOOR USE, PUBLIC HEALTH AND FIRE PROTECTION, WHILE MINIMIZING WATER SHORTAGES AND OTHER WATER SUPPLY EMERGENCIES.

WHEREAS, the City of Farmington currently requires the installation of secondary water systems for outdoor watering thereby encouraging preservation of culinary water supply at all sources; and

WHEREAS, Due to low snow pack from time to time in the Farmington drainage areas at high elevations which feed deep aquifers that supply a large percentage of culinary water for the City; and

WHEREAS, the Farmington City Council has been provided with general information from City Staff on the impacts of water supply limitations and the Council has been further advised that City culinary water supply is not sufficient to provide for outdoor watering as a supplement to or in place of secondary water sources; and

WHEREAS, it is recognized that the supply of culinary water service is an essential resource for the public health and safety for Farmington City; and

WHEREAS, the City Council has determined that to protect public health and safety, a three stage restriction on culinary water use is mandatory and must be implemented;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, AS FOLLOWS:

SECTION 1. Culinary Water Use Restrictions.

A. STAGE 1—ADVISORY

The ADVISORY STAGE is intended to increase the community's awareness of the potential for future water shortages. Under this stage, conservation efforts which are on-going will receive additional emphasis. Public education and information will be distributed to assist all customers

in understanding the state of water shortage and the need for voluntary action. Notification of this and all other stages may be through mail, newspaper, public service announcements, signs, fliers, and the Farmington City website.

B. STAGE 2 – MODERATE

The MODERATE STAGE is intended to have a demand reduction. No outdoor use of culinary water shall be permitted. Other nonessential culinary water use should be voluntarily reduced.

C. STAGE 3 — CRITICAL

The CRITICAL STAGE is intended to have a dramatic demand reduction thereby preserving an extremely challenged culinary water supply in cases of natural disasters, well failures, reservoir failure, contaminated system, extreme drought and other unforeseen circumstances. Culinary water shall only be used for essential health and safety functions.

SECTION 2 Implementation

The City Manager will recommend to the City Council when the City is to implement any water restrictions as identified in Section 1 and the City Council at a duly notified Council meeting will decide which restriction steps are to be implemented and when.

SECTION 3 Penalties

An initial violation of this ordinance shall result in the issuance of a warning citation from the city. A second violation shall be an infraction and be punishable by a fine not to exceed \$100.00, and the discontinuation of inappropriate culinary water use with the disconnection of culinary water service. Culinary water will be restored upon payment of this fine. A third violation shall also be an infraction and shall be punishable by a fine not to exceed \$200.00, and by the disconnection of culinary water until the fine is paid. A fourth violation shall be a Class B misdemeanor and shall be punishable as such. Culinary water service will be restored upon payment of any fines due and after a minimum two (2) day waiting period.

SECTION 4 Severability

If any section, part or provision of this ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this ordinance, and all sections, parts and provisions of this ordinance shall be severable.

SECTION 5 EFFECTIVE DATE.

This ordinance, for the protection of public health, safety and welfare, shall be effective immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, THIS
____ DAY OF _____, 2018.

FARMINGTON CITY

ATTEST:

City Recorder

Mayor

CITY COUNCIL AGENDA

For Council Meeting:
May 15, 2018

S U B J E C T: Minute Motion Approving Summary Action List

1. Approval of Minutes from May 1, 2018
2. Right of Way Vacation and Purchase Agreement with Brian Call for .502 Acres of City Property Located Between Parcels 08-032-0090 & 08-032-0155 as Shown on the Davis County Land Records
3. Swain Subdivision Development Agreement – 1400 N and North Compton Road
4. Line of Duty Benefits for Public Safety

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

FARMINGTON CITY COUNCIL MEETING

May 1, 2018

WORK SESSION

Present: Mayor Jim Talbot; Councilmembers Rebecca Wayment, Doug Anderson, Cory Ritz, Brigham Mellor, Brett Anderson; City Manager Dave Millheim, City Attorney Todd Godfrey, City Development Director David Petersen, City Planner Eric Anderson, City Engineer Chad Boshell, City Recorder Holly Gadd, and Recording Secretary Tarra McFadden

Mayor **Jim Talbot** called the meeting to order at 6:08 p.m.

Agenda Review

Jim Talbot invited Councilmembers to review the agenda and ask any questions they may have of staff. **Doug Anderson** asked about when changes could happen to an APA and **Todd Godfrey** clarified that the owner of the property can ask for a review of the designation on the property at any time. **Rebecca Wayment** asked why a property owner would pursue an APA and **Todd Godfrey** offered that the APA designation could make the exercise of eminent domain by the state more difficult, and burdens it with process, but ultimately does not prohibit UDOT from condemning the property. **Todd Godfrey** noted that the applicant indicated that he is not interested in pursuing a Conservation Easement on the property. **Brigham Mellor** said that citizens do not seem to understand that the APA designation does not limit development in the future, but the Conservation Easement would prevent development on the property. Councilmembers expressed frustration about how the process was made public so fast and that it inhibited conversations that are normally had through an application process. **Todd Godfrey** advised that the Council focus on their obligation under the APA statute.

Jim Talbot indicated that he planned to read a prepared statement before opening the public hearing. **Brett Anderson** suggested that following the statement, the Council should move to suspend the rules and move to approve the APA. He said that this would demonstrate the Council's intent to approve the APA once the public hearing concluded; he hoped this would positively affect the tenor of the public hearing. **Todd Godfrey** acknowledged that procedurally, the Council could propose a motion and a second, but not call the question on the vote until after the public hearing.

Budget Work Session

Dave Millheim asked for approval by the Council to move forward on two items that require a lot of preparation work prior to approval of the FY2019 budget. The first, was to start the recruitment process for a new Economic Development Director. The second, was to prepare the RFP for work related to the driveway South of City Hall. Both items would include language in the announcements that they are contingent on formal budget approval by the City Council. Councilmembers indicated that they supported staff efforts to move forward on these items.

REGULAR SESSION

Present: Mayor Jim Talbot; Councilmembers Rebecca Wayment, Doug Anderson, Cory Ritz, Brigham Mellor, Brett Anderson; City Manager Dave Millheim, City Attorney Todd Godfrey, City Development Director David Petersen, City Planner Eric Anderson, City Engineer Chad Boshell, City Recorder Holly Gadd, and Recording Secretary Tarra McFadden

CALL TO ORDER:

Mayor **Jim Talbot** called the meeting to order at 7:01 p.m.

Roll Call (Opening Comments/Invocation/Pledge of Allegiance)

The invocation was offered by **Brigham Mellor** and the Pledge of Allegiance was led by Boy Scout **Tanner Covey** of Troop 984.

Youth City Council

Sophie Wayment, a 9th grader at Farmington Junior High, attended the meeting as a representative of the Youth City Council.

PUBLIC HEARINGS:

Bangerter Agriculture Preservation Area Request

Jim Talbot introduced the rules of the Public Hearing and requested those present to limit their comments to three minutes, and be mindful not to repeat information previously presented but rather add new information with their comments. He encouraged all participating to remain respectful. **Jim Talbot** read a prepared statement that reviewed the impact of the West Davis Corridor (WDC) on Farmington City, the need for mitigation related to City owned soccer fields, the APA approval process and the City's efforts to further protect open space through a conservation easement.

Motion:

Brett Anderson moved that the City Council suspend the rules to allow the Council to consider the APA application. **Cory Ritz** seconded the motion, which was unanimously approved.

Motion:

Brett Anderson moved that the City Council follow the recommendation of the Planning Commission and approve the Bangerter application for an Agriculture Protection Area (APA). **Doug Anderson** seconded the motion. *The motion did not get voted on until after the public hearing.*

Jim Talbot invited the applicant to address the Council.

Alan Bangerter, 1290 North 400 East, Bountiful, expressed appreciation for the Council and their positive consideration of the Agricultural Protection Area. He noted that his family, including sons, daughters-in-law and grandchildren are being supported by the farm. He

described the legacy of farming that has long been a part of his family. **Alan Bangerter** noted that the farm donates produce to the food bank, employs teenagers and teaches them the value of hard work, and contributes to the economy through the payment of wages to local employees.

Alan Bangerter shared that the operation of the farm requires a certain level of production to keep things running smoothly and balanced with costs related to warehousing. He noted that they currently have just the right amount of farmland with current property and that moving and needing to start over would gravely affect farming operations. **Alan Bangerter** shared that UDOT has previously taken portions of family land.

Alan Bangerter asked that the City Council approve the Agricultural Protection Area without any additional restrictions that would allow him and his family to own and operate the property as they see fit. He expressed appreciation for those speaking on his behalf and he is grateful for the support.

Randall Edwards, 188 North 100 West Bountiful, authorized agent of **Alan Bangerter** asked the City Council to approve the Agricultural Protection Area and further commit to directing staff to locate other property for the relocation of the City's soccer fields. He addressed the conservation easement proposal and indicated that he and his client found the restrictions unacceptable and that they feel that the Agricultural Protection Area is the only designation needed on the property. He acknowledged that the APA may not stop UDOT but sends a strong message about not wanting the land taken to expand a public park. **Randall Edwards** presented a petition with more than 8,000 signatures in support of the APA. He asked that the City Council approve the Agricultural Protection Area and look elsewhere for property for soccer fields.

Mayor Jim Talbot opened the public hearing at 7:30 p.m.

Chuck Bangerter, 640 East Pages Lane, Centerville, identified himself as Alan's son and expressed a desire to continue the family legacy of farming, noting that two brothers are also committed to the farm. He shared that he left a possible career as a family therapist to maintain the family farm. He wants to be able to teach his children to work hard and that they can make a difference in the community by farming. He said that farming has its own unique challenges from weather and outside conditions and was disappointed to face a challenge from a local government entity. He asked that the City Council approve the APA and protect what is working.

Bryce Crowley, 1743 West Spring Meadow Lane, Farmington, asked that the City Council vote in favor of the APA and remove all extra stipulations or requests it tried to attach through the conservation easement proposal. He has heard the Council repeatedly express that property owners have rights, so why does the City want to restrict the rights of a property owner through a conservation easement? He said that he has seen the City use the TDR processes to give developers waivers and is not in favor of the conservation easement discussion. He expressed concern as a business owner that he would have to cede rights to the City. He expressed support for working businesses and families and reiterated his request for the City Council to approve the APA without additional restrictions.

Annette Crowley, 1743 West Spring Meadow Lane, Farmington, said that she grew up in a small farming community and saw people demonstrate a work ethic that you cannot get in other places. She shared the intangible values that a farm provides to a community. She expressed support for approval of the APA and directed the City to find land for soccer fields elsewhere.

Rep. Steve Handy, 1355 East 625 North, Layton, stated that he has served on the Natural Resources and Agriculture committees in the legislature and has as dealt with agricultural issues and regulations including the creation of a local food advisory council. He noted that people are passionate about local foods. There are more than 100 farmers markets throughout the State. He stated that 2-3% of the produce consumed, is grown locally. The advisory council will continue to look at agricultural regulation, preservation, innovation in production, and innovation in distribution. He submitted a handout that shows encroachment on farmland from 1952-2017.

Lisa Webster, 732 West 500 South, Farmington, spoke in support of the Bangerter family and their right to farm. She said that residents feel passionate about their multi-generation operations and want them to continue to provide local produce. People have stories about themselves, children or grandchildren that have worked on the farm. They have learned to work hard and produce high quality vegetables locally. She asked that the City Council do the right thing and approve the APA for all 22.37 acres of Bangerter farmland. She noted that city officials have been vocal about property owner's rights, and stated that owners should have the right not to have their property developed. She stated that there are other options for the fields, and the land not be destroyed with sod. She suggested that the reputation, character and integrity of the city planners and managers would be severely damaged if they pursue taking of the property after approving the APA. She said that people, like herself, moved to Farmington for its quaint rural appeal and asked that the City Council keep the farm in Farmington.

Ted Alexander, 418 South 650 West, Farmington, identified as a property owner adjacent to the Bangerter farm property and he has enjoyed watching it grow and develop. He asked for accountability from the Council in approving the APA that they would not retract that decision in another meeting. He stated that the conservation easement proposal is "flat wrong."

Stew Webster, 732 West 500 South, Farmington, has property adjacent to the Bangerter farm and stated that what was once a weed patch is now a beautiful farm that produces well and meets and exceeds conditions needed for approval of an APA. He said that he had a problem with the conservation easement proposal, and that the property owner should be able to take care of his own property. He said that after the sidewalk debacle he does not have much faith in management to do the right thing, and that the conservation easement scares him.

Garth Ball, 717 South 200 West, Farmington, shared that he knew of an individual who previously owned property in Farmington and is glad he does not live in Farmington because the city is hard to work with. He said that he has raised 5 kids in the City and it is disappointing to see the issue come to a head where the City is picking on its own citizens to fulfill responsibilities of management that have caught the City by surprise by allowing apartments and businesses come into the City. He spoke in support of the Bangerter's in keeping the property farmland.

LuAnn Adams, Utah Commissioner of Agriculture, 1705 North Highway 38, Brigham City thanked the city for approving the APA, considering alternative properties for soccer fields and working with UDOT on other mitigation options. She spoke in support of the Bangerter's and talked about population growth. She noted that the Bangerter property is prime irrigated farmland that that there is demonstrated public support for increased farmlands. She stated that it is hard to replace the experience and expertise related to growing vegetables.

Ray Wilcox, 1111 South 120 East, Farmington, said that he appreciated the efforts of the Council and noted his familial roots within the City. He said that the concern is not over vegetables versus soccer. It is over whether property owners have a constitutional right to life, liberty and property. He stated that eminent domain should be used to benefit the community and not to take someone's private property. He noted that people have fought and died for our rights as citizens, and government should not seek to take rights away.

Karl Asay, 850 South 650 West, spoke in support of **Alan Bangerter** and spoke favorably about his family. He suggested that the City had engaged in double talk and extortion over the sidewalks in his area, but citizens fought and came to a satisfactory end. He mentioned the prayer spoken at the beginning of the meeting asked for blessings related to decision making, but that he felt there were half-truths spoken by the City Manager and the Mayor. He asked for more truth and openness from the City.

Quinten Willey, 919 Chelsea Drive, Bountiful, testified that **Alan Bangerter** utilizes every inch of his land for his farming efforts and that it was a travesty he now needs to protect his farmlands. He stated that there are many vacant fields for playing soccer. He also suggested that it was less of a resource constraint and more of a scheduling issue. He said that his teenage son had worked on **Alan Bangerter's** farm and learned work ethic.

Sauna Lund, 933 Davis Creek Lane, Farmington, stated that she was a grandmother that supports the City's Parks and Recreation programs and supported the construction of the city gym. She did not vote to take someone's land to expand the soccer program. She said that she does not support the conservation easement suggestion and expects the City will not encroach on property owners.

Brenda Foren, 594 East 1200 North, Bountiful, she asked the Councilmembers to reflect on how they arrived at the decision to take someone's farm to expand the City's soccer fields. She noted that she has worked on the farm. She asked the Councilmembers how they can say their prayers and go to sleep knowing they want to take a families business so they can have soccer fields. She asked them to look themselves in the mirror and be consider that decision.

Richard Lund, 933 Davis Creek Lane, Farmington said that he was a retired federal employee who encountered many who do not trust the government. He worked hard to try to dispel that reality. He said that he does not know **Alan Bangerter**, but he has eaten his produce, and that it was a travesty of justice to try to take someone's land.

Jim Checketts, 576 West 350 South, Farmington, he said that there was always something going on without the input or care for citizens. He stated that there is a 12 acre property north of 250

South 650 West that would have been good for soccer, but instead development will happen on that piece consisting of many tiny lots. **Alan Bangerter** is a good addition to the neighborhood. He asked the City to consider other properties for the soccer fields. He stated that, an owner should not have to sell land for the benefit of the city. He suggested that the judgment demonstrated by the City does not pass the smell test.

DeVan Pack, 677 West 810 North, West Bountiful, said that he has been farming since the 1970s and has also served on a city council and appreciates the time, effort and worry of the Council. He stated that he serves on the Davis Conservation Board. He said the Board was in support of the Agricultural Protection Area application and said it meets all of the requirements for approval. He said that he knows personally how losing even a little farm ground can cause things not to work out and said that he and his brother are probably the last farmers in their family. He asked the Council to support the Agricultural Protection Area application.

Dave Millheim said the West Davis Corridor is affecting a portion of **DeVan Pack's** property. He publicly thanked Mr. Pack who has worked with the City on a construction detour through his property.

Rob Ramage, 466 Honeybee Circle, Farmington, acknowledged that the construction of the West Davis Corridor and that UDOT rules mandate that the land must be replaced somewhere within Farmington. He said that the City was using eminent domain to seize more land. He suggested that although soccer fields are good and the City has the legal ability to take the land that the Council is pursuing the easy way by seizing the farm and that it is not the right thing to do. He suggested that the City pursue property from those that want to sell rather than force someone out of business. He asked the Council to do what is right, not what is easy and convenient. He said that if decisions by the Council are upsetting people and drawing media attention, then the decisions are wrong. He asked the Council to keep the farm in Farmington.

Dave Reeder, 991 Country Lane, Farmington, said that he grew up playing soccer. He also stated, the farm in Layton that his mom grew up on was taken to build Hill Air Force Base and the Freeport Center. Her family received 40 acres of abysmal land in Garland, Utah. He said that the swap was for a higher use than soccer fields. He said that he has volunteered on the Bangerter farm with a church youth group to support donations to the food bank. The youth learn about generosity, service and taking care of their fellow brethren. He spoke in support of the Agricultural Protection Area approval and asked the Council to dismiss the conservation easement idea.

Matthew Seely, 513 Rigby Road, Farmington, said that he believed the real issue was about frustration with urban sprawl and the elimination of farmlands. He said that the City Manager gets on the news and says insensitive things. He stated that it looks like he is not supporting the town. He asked for the City to allow the Bangerter family to continue to farm and recognize the frustration that people have with the City.

Phillip Padgett, 1012 South 650 West, spoke in support of the APA. He asked the City Council to take a retrospective and ask themselves not what they have done for the residents, but what they have done to the residents. He said that the City claims to preserve open space, but has

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allowed for Station Park, multifamily housing, a charter school and a gym with pricy concessions replace open space. He said that although the new high school resembles and IKEA that the mayor's concern was not about how that would look against the mountains, but rather about the mascot. He asked that the City Council do right by the citizens.

Jake Black, 908 Davis Blvd, Bountiful, said that as a teenager who worked on farm he was grateful for the lessons learned. He said that the Bangerter farm, the LDS Church and the Boy Scouts shaped his character and he learned about work and integrity. He played soccer, but that only taught him about soccer. He said he had been following the issue since December, and heard accusations that the City Council would be impacted if alternatives were pursued. He said that founders of this country supported limited government and feared government taking property. He asked the Council to grant the Agricultural Protection Area and nothing else.

Kevin McArdle, 4930 W. Miles Drive, West Valley City, identified himself as vice president of the American Guard, which works to stand up for people who may lose what is their's. He said that the residents are unhappy and want the Council to do the right thing. He said the American Guard, formed to defend second amendment rights, took action when he heard land was potentially being taken. He said that today it was for a soccer fields, but where does it stop? A pool, a high school or apartment buildings. He said that the farm brings great things to the community and said that the Council should do the right thing.

Sarah Shumway, 231 E. 1100 S., Bountiful, said that the Councilmembers are elected and their jobs are to hear from the community. She said that the Bangerter farm grows great produce. She suggested that the lack of planning related to a huge surge in population and the need for playing soccer should not impact a family farm. She said that taking away someone's land and livelihood to fix a mistake should not be the solution. She asked the Council to save the farm and to choose food over soccer.

Marty Nielsen, 783 West 500 South, said that the City Government has done more to harm the special feeling that Farmington once had. He said that Farmington was turning into a Layton or a Kaysville and any other town with strip malls and apartments. He said that the Bangerter farm is unique and that he is a good neighbor. He said he does not want the inconvenience of soccer fields and traffic that would be on 500 south. He asked that the Council restore the feeling of what Farmington used to be.

Thayne Harbaugh, 2415 North 840 West, Lehi, said that he was scheduled for surgery, but when that was postponed he endured pain and discomfort to drive to Farmington to speak out against the action of the Council. He said that he recognizes the benefits of soccer and has coached for many years, but that he is gob smacked by the use of eminent domain and is saddened that the City Council does not stand up for liberty and property at the local level. He said any Councilmember that was considering taking the farm should not be in office and replaced and he hoped that a future Council condemned their homes and takes them for bottom dollar. Those sites could then be memorial gardens for Councilmembers and their families to reflect on their poor decisions. He said that if they are not willing to point the cannon of eminent domain at their own property than they should not consider it for others. He said that he would

donate to anyone willing to run against Councilmembers that oppose the Agricultural Protection Area.

Melinda Watson, 1873 North 950 West, Clinton, said that she grew up near the Bangerter's Bountiful farm. She acknowledged that there are good lessons learned from soccer, but that those learned on the farm are more valuable. She said that she prefers local produce over produce from California or Mexico. She said that she had endured personal hardships and benefited from the generous donations to the Food Bank from the Bangerter farm. She said that she teaches her children to value people's property, and that the government should not be taking personal property. She said that the City has worked to protect historic buildings and landmarks and should protect a historic farm.

Valerie Moody, 2875 North Hillfield Road, Layton, said that she grew up in California and saw family farms disappear. She stated that once a farm is gone you cannot replace it, and that soccer fields can be put somewhere else. She said that when she says the pledge she thinks of those who have died for our rights. She referenced the staff report that stated that the City gives up its constitutional police power, and argued that the power should be to protect the citizens. She said that she is willing to do whatever it takes to gather votes for those that run for office against those that oppose the Agricultural Protection Area.

Daniel Chappel, 181 Comanche Road, Farmington said that he has children that play soccer, but the soccer fields go somewhere else. He identified as an owner of the Ogden Clinic on Shepard Lane and spoke to the epidemiological problem of obesity and the importance of fresh local produce. He said that the priority should be to keep local farms and spoke in support of the Agricultural Protection Area.

James Skinner, 2766 North 2125 East, Layton, said that he has owned and operated Skinner Produce with stores in Bountiful, Centerville, and Layton for 25 years. He said that it is not a matter of *if* but *when* we run out of local produce. He said that **Alan Bangerter** farms out of love for labor and has crops that are not easily farmed. He testified to the hard work needed to keep a farm intact. He said that he has to supplement local produce with produce from other states and countries. He asked that the City Council allow **Alan Bangerter** to stay in business.

Laura McKeown, Alpenglowl Circle, said that the aggressive stance by the City toward the Bangerter farm demonstrates the greedy mentality and overdevelopment of City. She said that elected officials should be concerned about best interests of citizens and residents. She is disturbed that farms, pastures, and open space, are being converted in to apartments, malls, freeway cut throughs, which increase traffic and take resources while providing little benefit. She chose not to live in California or Layton, and chose to live in Farmington for its small town charm. She said that her children are taught about bullying in school. She also stated to the Council that they should stop the unethical land grab and bullying of local farmers.

Mayor Talbot closed the public hearing at 8:58 p.m.

Doug Anderson said that he has nothing but respect for **Alan Bangerter** and appreciates his work ethic and his actions to give back to the community. He said that he does not want the farm to go away and would love to keep the farm forever. He stated that there has been a misunderstanding over the conservation easement. He stated that the intent was not to add restrictions, but to honor and respect the statements made in support of keeping the local farm. He said that at the end of the process, someone's property will be condemned by UDOT, not the City. He said that he has never been a fan of the West Davis Corridor and has seen how the freeway has already negatively impacted the City. UDOT is required to replace the City's soccer fields and the Council is trying to do the best it can to mitigate the issue. He stated that the Council is not trying to be malicious. He said that he does not know where the allegations of a shady, back room process came from, and does not know who is stirring those rumors. He reiterated that he wants the property to stay farmland forever and hopes that the Bangerter family has success forever. He stated that he supports the Agricultural Protection Area.

Rebecca Wayment said that the UDOT/WDC issue happened before she was elected. She said that she was caught off guard to hear that UDOT was taking the farm and had a conversation with **Alan Bangerter** where she committed to preserve his farm. She acknowledged that citizens find a lot of development frustrating, discouraging, and that citizens do not feel much control. She wants to preserve things that are important to Farmington, and keep the farm in Farmington. She said that she has been a supporter of the Agricultural Protection Area all along. She expressed concern that the Agricultural Protection Area did not go far enough and that UDOT would still be able to condemn the property. With this understanding she supported the offer of a conservation easement as a way to add another layer of protection. She said from the City's perspective the Agricultural Protection Area protects the property owner, but that it does not stop the property owner from selling the farm for development. She said there was nothing nefarious about the City's actions and was surprised at the reaction from citizens. She said that she supports the Agricultural Protection Area but without the conservation easement she is concerned that the property will someday be developed.

Cory Ritz said that he gave **Alan Bangerter** his word that he would fight for his right to farm in Farmington. He said that he makes his living off of agriculture and knows the importance of local farming efforts. He said that he wanted to defend the Council from the idea that Farmington was using eminent domain and clarified that the issue was a UDOT driven process and that City has been working hard to propose another alternative. He said that taking the farm for soccer fields was not the easy and convenient way out as had been suggested during the public hearing. He stated that he had received many emails critical of the Council. He said that he takes pride in the work that he has done as he has served on the Planning Commission and on the City Council. He has tried to be forward thinking and do what is right by the citizens of Farmington. He said of the accusation that the City wants to take land for development that the landowners are approaching the City with applications about developing their properties and that those applications follow a process set by law.

Brett Anderson said that he has that the citizens had not had a chance to hear both sides of the issue until tonight. He said that what had been portrayed in social media made it seem like the Council had already made their decision, but in reality they were waiting to hear comments and deliberate, and make a decision. He said that several people had mentioned the sidewalk issue, and noted that issue went through a public hearing process and it was resolved so that grants will pay for a portion of the sidewalks. He said that UDOT has to replace the park property and his understanding is that they have to replace it within close proximity. The options that were presented for consideration were property far out west where mosquitos would be a concern, east of 650 which would force soccer participants to cross the street from the recreation center parking lot, and the Bangerter Farm. He said that all options were lousy. He said that he hates the use of eminent domain, but that the fight against eminent domain was lost a long time ago, constitutionally speaking. He said that he was in favor of finding a better way to save the farm and was in favor of the conservation easement. He said that the conservation easement suggestion has been twisted and put into the media as a back room deal, but it was meant to keep the farm land a farm forever. He said that the concern about only granting the APA was that if **Alan Bangerter** decides not to farm anymore the land can be sold for development of multi-family or other housing. He said there will always be a conflict between property rights and preservation. He said that the public comment about the Bangerter farm issue has been about allowing a property owner to do what they want with their property, where opposition to development near the Mercedes Benz dealership is asking for the City to not allow property owners to exercise those same rights. He said that the Agricultural Protection Area will not prevent UDOT from taking the property. He said there was a lot of misinformation on social media, and sometimes it is done on purpose as part of a legal strategy. He shared the following quote from Abraham Lincoln "Discourage litigation. Persuade your neighbors to compromise whenever you can. Point out to them how the nominal winner is often a real loser — in fees, expenses, and waste of time. As a peacemaker the lawyer has a superior opportunity of being a good man. There will still be business enough." He said that none of the side-fighting advanced the ball as the Council was always in favor of the APA, but it has stirred up anger and emotion. He said he hopes that the property will be a farm forever and that he never sees rooftops on the acreage.

Brigham Mellor said that the public process may seem inconvenient or impractical, but that it is a refiner's fire. He said that some developers and property owners have made attempts to make property more valuable before it was taken by UDOT. He said that he was not an expert on 4F designation or condemnation or highway alignments, and when first presented with the APA issue, his reaction had been that the applicant was trying to enrich the property to get a higher price through condemnation. As he now understands the issue that is not the case, and he apologized to **Alan Bangerter** for the erroneous assumption. He said that the conservation easement suggestion was not intended to be deceitful, but was put forward as a way to keep the property farmland forever. He said that it would have been a voluntary action to accept a conservation easement, and he understands that the applicant determined that was not a good fit for his property. He said that the Council works best with direct conversations and works with individuals to settle disputes. He said that public process needed to play out, and that the process

took time. He stated that if UDOT decides to condemn, that it has nothing to do with Farmington City. To answer a question raised during the public hearing, he mentioned that the Bangerter farm property was presented by UDOT to Councilmembers in an informal manner at a Utah League of Cities and Towns meeting, with an alternative property across 650 West. He thanked **Alan Bangerter** for his contributions to the community and wished him success. He thanked the citizens for providing input on the process.

Motion:

Doug Anderson called for a vote on the previously made motion.

Brett Anderson moved that the City Council follow the recommendation of the Planning Commission and approve the Bangerter application for an Agriculture Protection Area (APA) and Finding 1.

Doug Anderson seconded the motion which was approved unanimously.

Finding

1. It meets the evaluation criteria set forth in the Bangerter petition (which petition references state code), and it is consistent with Farmington City's long history of causing the protection of open space.

Mayor **Jim Talbot** called for a break at 9:33 p.m.

The meeting reconvened at 9:45 p.m.

NEW BUSINESS:

Resolution Adopting the Tentative Budget for Fiscal Year 2018/2019 and Setting the Public Hearing for June 19, 2018

Doug Anderson stated that the budget had been reviewed in detail in a previous work session and the Council is comfortable moving forward on the item.

Doug Anderson moved to approve the resolution adopting the tentative budget for fiscal year 2018 to 2019 and to set the Public Hearing for June 19, 2018.

Rebecca Wayment seconded the motion which was approved unanimously.

Bond Resolution for the 650 West Park

Jim Talbot he said that this item had been reviewed in the work session and said that the money from the RDA will satisfy the bond over the next 7 years. **Brigham Mellor** commended the staff who set up the RDA years ago.

Motion:

Brigham Mellor moved to approve the enclosed Bond Resolution, which the proceeds will be used for the construction of the 650 West park. The bond will be paid from the US 89 RDA proceeds that the City will receive over the next 7 years.

Cory Ritz seconded the motion which was approved unanimously.

SUMMARY ACTION:

1. Approval of Minutes from April 17, 2018

Rebecca Wayment moved, with a second from **Brett Anderson**, to approve summary action item 1 as contained in the staff report.

The motion was approved unanimously.

GOVERNING BODY REPORTS:

City Manager Report

Dave Millheim asked Councilmembers to review the Fire Monthly Activity Report for March. He said that the staff will move forward with recruitment of an Economic Development Director and the RFP for the lot bypass south of City Hall, per direction given in the work session. He reminded Councilmembers of the budget work session scheduled for May 8 at 6 p.m. **Brigham Mellor** indicated that he would be participating by phone. **Brett Anderson** asked if meeting notifications could be sent by e-mail and text and staff agreed to look into that option to notify Councilmembers.

Mayor Talbot & City Council Reports

Councilmember Cory Ritz

Cory Ritz followed up regarding surplus property being pursued by resident Brian Call. **Dave Millheim** updated the Council about the status of the property. He noted that in a previous closed session, the Council discussed surplussing .502 acres of property at the northern end of the City. The interested party is under contract on the neighboring piece and has obtained an appraisal on the property. The action for the Council would be to declare the property surplus and then approve the contract for purchase by the adjacent property owner. The buyer wants the contract to be contingent on getting the property rezoned for dental office use. The contract will be submitted as a summary action item in the future.

Councilmember Doug Anderson

No updates to report.

Councilmember Brett Anderson

Brett Anderson asked about the park strip width on the west side of 650 West and south of Glover. **Dave Millheim** said that he will have **Chad Boshell** provide a memo to the Council that address the issue.

Dave Millheim noted that the sidewalk construction should start shortly. UTA is coordinating the schedule and Farmington City's project is at the top of the list. The funding has been secured and matching funds are coming from the high school.

Brett Anderson said that he had been asked by residents about building a pedestrian bridge from the gym to potential soccer fields. **Dave Millheim** stated that it would be cost prohibitive and said that the pedestrian overpass on Park Lane will cost approximately 12 million dollars.

Brett Anderson mentioned that he attended the Miss Farmington service pageant and said that the contestants and their service commitments were impressive.

Councilmember Brigham Mellor

Brigham Mellor asked if the letter of support for the Northern Utah regional economic development initiative had been sent. **Dave Millheim** said he will draft the letter and send it to the Council for review.

Brigham Mellor said that the sign exhibited during the public hearing calling for the firing of the City Manager was uncalled for. He complimented **Dave Millheim** and his professionalism and the work that he does on behalf of the City.

Councilmember Rebecca Wayment

Rebecca Wayment complimented the Farmington Youth City Councilmember for being present and professional.

Rebecca Wayment said that the Trails Committee will be promoting the Adopt a Trail program in the city newsletter. The program's purpose is to encourage families, businesses, clubs, etc. to sponsor a trail and help in its maintenance. They currently have two sponsors at the Platinum level and are hoping for additional engagement.

Mayor Jim Talbot

Jim Talbot noted that Miss Farmington was being held Saturday night at Davis High. He stated that royalty does a lot with parks and recreation activities, volunteer often, and assist in service projects.

Jim Talbot thanked the Council for their participation. He said that he hoped that those that are most critical of what the City does decide to run for office. He said that he has worked to keep his name associated with the best things and it is difficult to have critical comments that affect his family. **Jim Talbot** expressed appreciation for the City Council and the good work they are doing for the City.

Jim Talbot said that there is an opening on the Planning Commission and is looking for nominations from residents that live in the area around Oakridge. For a separate vacancy, **Jim Talbot** asked the Council to consider Russ Workman.

Motion:

Cory Ritz moved that the City Council approve the appointment of Russ Workman to the Planning Commission. **Doug Anderson** seconded the motion which was approved unanimously.

David Petersen noted that his appointment would be for a full four year term.

Doug Anderson said that the Nike grand opening was successful. **Rebecca Wayment** said she was planning to attend the grand opening of Café Torino.

ADJOURNMENT

Motion:

At 10:17 p.m., **Doug Anderson** moved to adjourn the meeting.



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
BRIGHAM MELLOR
CORY RITZ
REBECCA WAYMENT
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Dave Millheim, City Manager

Date: May 10, 2018

**SUBJECT: RIGHT OF WAY VACATION AND PURCHASE AGREEMENT
WITH BRIAN CALL FOR .502 ACRES OF CITY PROPERTY
LOCATED BETWEEN PARCELS 08-032-0090 & 08-032-0155 AS
SHOWN ON THE DAVIS COUNTY LAND RECORDS**

RECOMMENDATIONS

1. Approve a street vacation of .502 acres of city right of way as shown on the attached exhibit and certify this parcel has no identified public purpose.
2. Approve the attached Real Estate Purchase Contract with between Farmington City and Alwina Enterprises, LLC in the amount of \$55,000.

BACKGROUND

The property was originally obtained as a public right of way for a future road. With the construction of Highway 89 to the East, the public road will never be built and the City has no further need of the parcel. The property is too small and narrow to be a buildable lot and only has value to the abutting property owner. The property owner to the south is seeking to build a dental office on his property which the City views as a good use for the area. Vacating the ROW and adding it to Mr. Call's development plan puts the parcel to a more productive use and mitigates a weed patch. Mr. Call paid for an appraisal at his expense of the City parcel which the City reviewed and which became the basis for this sale. The only condition of note in this contract is found in Section 8.4(a) wherein the sale is conditioned upon the parcels being rezoned to NMU consistent with the neighboring property owned by Mr. Call being proposed for his dental office. The contract dates found in Section 24 may be changed the City Manager to allow for the zoning application to catch up to an achievable closing deadline.

Respectfully Submitted

Dave Millheim
City Manager

REAL ESTATE PURCHASE CONTRACT

This is a legally binding Real Estate Purchase Contract ("REPC"). Utah law requires real estate licensees to use this form. Buyer and Seller, however, may agree to alter or delete its provisions or to use a different form. If you desire legal or tax advice, consult your attorney or tax advisor.

EARNEST MONEY DEPOSIT

On this 20th day of April, 2018 ("Offer Reference Date") Alwina Enterprises, LLC ("Buyer") offers to purchase from City of Farmington ("Seller") the Property described below and agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23), an Earnest Money Deposit in the amount of \$500.00 in the form of check. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Brokerage, the Brokerage shall have four (4) calendar days in which to deposit the Earnest Money into the Brokerage Real Estate Trust Account.

OFFER TO PURCHASE

1. PROPERTY: Approximately 1875 North 1075 West

City of Farmington, County of Davis, State of Utah, Zip 84025 Tax ID No. 08-032-0090 & 08-032-0155 (the "Property"). Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, 1.2 and 1.4.

1.1 Legal Description. Beginning at a point on the South Line of 1875 North Street said point being North0°06'45"West 729.12 feet along the Section Line and South89°53'15"West 883.20 feet from the East Quarter Corner of Section 11, Township 3 North, Range 1 West, Farmington City, Davis County, Utah and running thence along said South Line the following two (2) courses: North85°18'13"East 135.16 feet, North73°53'13"East 163.71 feet to the Westerly limited access line of the South bound onramp of US Highway 89 and a point of curvature to a 432.42-foot non-tangent radius curve to the right; thence Northeasterly along the arc of said curve for a distance of 81.17 feet, chord bearing and distance = North17°53'53"East 81.05 feet, Central angle = 10°45'19", and a point on the Southerly line of the parcel conveyed in Entry # 2001946; thence Westerly along said line the following two (2) courses: South73°52'12"West 198.40 feet, South85°17'12"West 154.39 feet; thence South22°42'51"East 71.36 feet to the point of beginning, containing 0.502 acres.

1.2 Included Items. Unless excluded herein, this sale includes the following items if presently owned and in place on the Property: plumbing, fencing, and any landscaping.

1.3 Other Included Items. The following items that are presently owned and in place on the Property have been left for the convenience of the parties and are also included in this sale (check applicable box): ☐ washers ☐ dryers ☐ refrigerators ☐ microwave ovens ☐ other (specify)

The above checked items shall be conveyed to Buyer under separate bill of sale with warranties as to title. In addition to any boxes checked in this Section 1.2 above, there ☐ ARE ☒ ARE NOT additional items of personal property Buyer intends to acquire from Seller at Closing by separate written agreement.

1.4 Excluded Items. The following items are excluded from this sale: None

1.5 Water Service. The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights/water shares, if applicable, are specifically excluded from this sale: None

2. PURCHASE PRICE.

2.1 Payment of Purchase Price. The Purchase Price for the Property is \$ 55,000.00. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2.1(a) through 2.1(e) below. Any amounts shown in Sections 2.1(c) and 2.1(e) may be adjusted as deemed necessary by Buyer and the Lender (the "Lender").

\$ <u>500.00</u>	(a) Earnest Money Deposit. Under certain conditions described in the REPC, this deposit may become totally non-refundable.
\$ <u>0.00</u>	(b) Additional Earnest Money Deposit (see Section 8.4 if applicable)
\$ <u>0.00</u>	(c) New Loan. Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer: If an FHA/VA loan applies, see attached FHA/VA Loan Addendum.
\$ <u>0.00</u>	(d) Seller Financing (see attached Seller Financing Addendum)
\$ <u>54,500</u>	(e) Balance of Purchase Price in Cash at Settlement
\$ <u>55,000</u>	PURCHASE PRICE. Total of lines (a) through (e)

2.2 Sale of Buyer's Property. Buyer's ability to purchase the Property, to obtain the Loan referenced in Section 2.1(c) above, and/or any portion of the cash referenced in Section 2.1(e) above ☐ IS ☒ IS NOT conditioned upon the sale of real estate owned by Buyer. If checked in the affirmative, the terms of the attached subject to sale of Buyer's property addendum apply.

3. SETTLEMENT AND CLOSING.

3.1 Settlement. Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents (except for the proceeds of any Loan) have been delivered by Buyer or Seller to the other party, or to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Closing. For purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of any new Loan have been delivered by the Lender to Seller or to the escrow/closing office; and (c) the applicable Closing documents have been recorded in the office of the county recorder ("Recording"). The actions described in 3.2 (b) and (c) shall be completed no later than four calendar days after Settlement.

3.3 Possession. Except as provided in Section 6.1(a) and (b), Seller shall deliver physical possession of the Property to Buyer as follows: ☒ **X** Upon Recording; ☐ **Hours after Recording**; ☐ **Calendar Days after Recording**. Any contracted rental of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreement. Seller and Buyer shall each be responsible for any insurance coverage each party deems necessary for the Property including any personal property and belongings. The provisions of this Section 3.3 shall survive Closing.

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

4.1 Prorations. All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Settlement Deadline referenced in Section 24(d), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions of this Section 4.1 shall survive Closing.

4.2 Special Assessments. Any assessments for capital improvements as approved by the homeowner's association ("HOA") (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by: ☐ **Seller** ☐ **Buyer** ☐ **Split Equally Between Buyer and Seller** ☒ **X** **Other (explain)** Not Applicable

The provisions of this Section 4.2 shall survive Closing.

4.3 Fees/Costs/Payment Obligations.

(a) Escrow Fees. Unless otherwise agreed to in writing, Seller and Buyer shall each pay their respective fees charged by the escrow/closing office for its services in the settlement/closing process. The provisions of this Section 4.3(a) shall survive Closing.

(b) Rental Deposits/Prepaid Rents. Rental deposits (including, but not limited to, security deposits, cleaning deposits and prepaid rents) for long term lease or rental agreements, as defined in Section 6.1(a), and short-term rental bookings, as defined in Section 6.1(b), not expiring prior to Closing, shall be paid or credited by Seller to Buyer at Settlement. The provisions of this Section 4.3(b) shall survive Closing.

(c) HOA/Other Entity Fees Due Upon Change of Ownership. Some HOA's, special improvement districts and/or other specially planned areas, under their governing documents charge a fee that is due to such entity as a result of the transfer of title to the Property from Seller to Buyer. Such fees are sometimes referred to as transfer fees, community enhancement fees, HOA reinvestment fees, etc. (collectively referred to in this section as "change of ownership fees"). Regardless of how the change of ownership fee is titled in the applicable governing documents, if a change of ownership fee is due upon the transfer of title to the Property from Seller to Buyer, that change of ownership fee shall, at Settlement, be paid for by:

☒ **X** **Seller** ☐ **Buyer** ☐ **Split Equally Between Buyer and Seller** ☐ **Other (explain)** _____

The provisions of this Section 4.3(c) shall survive Closing.

(d) Utility Services. Buyer agrees to be responsible for all utilities and other services provided to the Property after the Settlement Deadline. The provisions of this Section 4.3(d) shall survive Closing.

(e) Sales Proceeds Withholding. The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closing, sufficient funds to pay off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. The provisions of this Section 4.3(e) shall survive Closing.

5. CONFIRMATION OF AGENCY DISCLOSURE.

Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the REPC:

Seller's Agent(s) _____, represent(s) ☐ **Seller** ☐ **both Buyer and Seller as Limited Agent(s);**

Seller's Agent(s) Utah Real Estate License Number(s): _____

Seller's Brokerage _____, represents ☐ **Seller** ☐ **both Buyer and Seller as Limited Agent;**

Seller's Brokerage Utah Real Estate License Number: _____

Buyer's Agent(s) Edward Waldvogel, represent(s) ☒ **X** **Buyer** ☐ **both Buyer and Seller as Limited Agent(s);**

Buyer's Agent(s) Utah Real Estate License Number(s): 6498228-SA00

Buyer's Brokerage Nuterra Realty, LLC, represents ☒ **X** **Buyer** ☐ **both Buyer and Seller as a Limited Agent.**

Buyer's Brokerage Utah Real Estate License Number: 6873718-CN00

6. TITLE & TITLE INSURANCE.

6.1 Title to Property. Seller represents that Seller has fee title to the Property and will convey marketable title to the Property to Buyer at Closing by general warranty deed. Buyer does agree to accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Commitment") provided by Seller under Section 7, and as reviewed and approved by Buyer under Section 8.

6.2 Title Insurance. At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, through the title insurance agency that

issued the Commitment (the "Issuing Agent"), the most current version of the *ALTA Extended Coverage Owners Policy of Title Insurance* (the "Title Policy").

7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":

- (a) a written Seller property condition disclosure for the Property, completed, signed and dated by Seller as provided in Section 10.3;
- (b) a *Lead-Based Paint Disclosure & Acknowledgement* for the Property, completed, signed and dated by Seller (only if the Property was built prior to 1978);
- (c) a Commitment for Title Insurance as referenced in Section 6.1;
- (d) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
- (e) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
- (f) a copy of any long-term tenant lease or rental agreements affecting the Property not expiring prior to Closing;
- (g) a copy of any existing property management agreements affecting the Property;
- (h) evidence of any water rights and/or water shares referenced in Section 1.4; and
- (i) written notice of any claims and/or conditions known to Seller relating to environmental problems and building or zoning code violations;
- (j) Other (specify) _____

8. BUYER'S CONDITIONS OF PURCHASE.

8.1 DUE DILIGENCE CONDITION. Buyer's obligation to purchase the Property: ☒ IS ☐ IS NOT conditioned upon Buyer's Due Diligence as defined in this Section 8.1(a) below. This condition is referred to as the "Due Diligence Condition." If checked in the affirmative, Sections 8.1(a) through 8.1(c) apply; otherwise they do not.

(a) **Due Diligence Items.** Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced in Section 7, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: the physical condition of the Property; the existence of any hazardous substances, environmental issues or geologic conditions; the square footage or acreage of the land and/or improvements; the condition of the roof, walls, and foundation; the condition of the plumbing, electrical, mechanical, heating and air conditioning systems and fixtures; the condition of all appliances; the costs and availability of homeowners' insurance and flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property. Unless otherwise provided in the REPC, all of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence.

(b) **Buyer's Right to Cancel or Resolve Objections.** If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 24(b), cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

(c) **Failure to Cancel or Resolve Objections.** If Buyer fails to cancel the REPC or fails to resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition, and except as provided in Sections 8.2(a) and 8.3(b)(i), the Earnest Money Deposit shall become non-refundable.

8.2 APPRAISAL CONDITION. Buyer's obligation to purchase the Property: ☐ IS ☒ IS NOT conditioned upon the Property appraising for not less than the Purchase Price. This condition is referred to as the "Appraisal Condition." If checked in the affirmative, Sections 8.2(a) and 8.2(b) apply; otherwise they do not.

(a) **Buyer's Right to Cancel.** If after completion of an appraisal by a licensed appraiser, Buyer receives written notice from the Lender or the appraiser that the Property has appraised for less than the Purchase Price (a "Notice of Appraised Value"), Buyer may cancel the REPC by providing written notice to Seller (with a copy of the Notice of Appraised Value) no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) **Failure to Cancel.** If the REPC is not cancelled as provided in this section 8.2, Buyer shall be deemed to have waived the Appraisal Condition, and except as provided in Sections 8.1(b) and 8.3(b)(i), the Earnest Money Deposit shall become non-refundable.

8.3 FINANCING CONDITION. (Check Applicable Box)

(a) **No Financing Required.** Buyer's obligation to purchase the Property IS NOT conditioned upon Buyer obtaining financing.

8.4 ZONING CHANGE AND CONDITIONAL USE APPROVAL CONDITION.

(a) **Buyer's Duties.** Buyer agrees to diligently work to obtain a zoning change to NMU and a Conditional Use Permit. Buyer's obligation to purchase the property IS conditioned upon the change of zoning to NMU and conditional use permit.

(b) **Buyer's right to Cancel Before the Zoning & Conditional Use Deadline.** If Buyer, in Buyer's sole discretion, is not satisfied with the results of the Zoning Change or Conditional Use Application, Buyer may, after the Due Diligence Deadline referenced in Section 24(b), if applicable, cancel the REPC by providing written notice to Seller no later than the Zoning & Conditional Use Deadline referenced in Section 24(d); whereupon \$500.00 of Buyer's Earnest Money Deposit shall be refunded to Buyer.

8.5 ADDITIONAL EARNEST MONEY DEPOSIT. If the REPC has not been previously canceled by Buyer as provided in Sections 8.1, 8.2 or 8.3, as applicable, then no later than the Due Diligence Deadline, or the Financing & Appraisal Deadline, whichever is later, Buyer: ☐ WILL ☒ WILL NOT deliver to the Buyer's Brokerage, an Additional Earnest Money Deposit in the amount of \$ _____. The Earnest Money Deposit and

the Additional Earnest Money Deposit, if applicable, are sometimes referred to herein as the "Deposits". The Earnest Money Deposit, or Deposits, if applicable, shall be credited toward the Purchase Price at Closing.

9. **ADDENDA.** There ☐ ARE ☒ ARE NOT addenda to the REPC containing additional terms. If there are, the terms of the following addenda are incorporated into the REPC by this reference: ☐ Addendum No. _____ ☐ Seller Financing Addendum ☐ FHA/VA Loan Addendum ☐ Other (specify) _____.

10. AS-IS CONDITION OF PROPERTY.

10.1 Condition of Property/Buyer Acknowledgements. Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the Property in its "As-Is" condition without expressed or implied warranties of any kind; (b) Buyer shall have, during Buyer's Due Diligence as referenced in Section 8.1, an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on the Buyer's Due Diligence, Buyer elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property. The provisions of Section 10.2 shall survive Closing.

10.2 Condition of Property/Seller Acknowledgements. Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose in writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller property condition disclosure as stated in Section 7(a); (c) deliver the Property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23, ordinary wear and tear excepted; (d) deliver the Property to Buyer in broom-clean condition and free of debris and personal belongings; and (e) repair any Seller or tenant moving-related damage to the Property at Seller's expense. The provisions of Section 10.3 shall survive Closing.

11. FINAL PRE-SETTLEMENT WALK-THROUGH INSPECTION. No earlier than seven (7) calendar days prior to Settlement, and upon reasonable notice and at a reasonable time, Buyer may conduct a final pre-Settlement walk-through inspection of the Property to determine only that the Property is "as represented," meaning that the items referenced in Sections 1.1, 1.2 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a walk-through inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented.

12. CHANGES DURING TRANSACTION. Seller agrees that except as provided in Section 12.5 below, from the date of Acceptance until the date of Closing the following additional items apply:

12.1 Alterations/Improvements to the Property. No substantial alterations or improvements to the Property shall be made or undertaken without prior written consent of Buyer.

12.2 Financial Encumbrances/Changes to Legal Title. No further financial encumbrances to the Property shall be made, and no changes in the legal title to the Property shall be made without the prior written consent of Buyer.

12.3 Property Management Agreements. No changes to any existing property management agreements shall be made and no new property management agreements may be entered into without the prior written consent of Buyer.

12.4 Long-Term Lease or Rental Agreements. No changes to any existing tenant lease or rental agreements shall be made and no new long-term lease or rental agreements, as defined in Section 6.1(a), may be entered into without the prior written consent of Buyer.

12.5 Short-Term Rental Bookings. If the Property is made available for short-term rental bookings as defined in Section 6.1(b), Seller MAY NOT after the Seller Disclosure Deadline continue to accept short-term rental bookings for guest use of the property without the prior written consent of Buyer.

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing the REPC on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

14. COMPLETE CONTRACT. The REPC together with its addenda, any attached exhibits, and Seller Disclosures (collectively referred to as the "REPC"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The REPC cannot be changed except by written agreement of the parties.

15. MEDIATION. Any dispute relating to the REPC arising prior to or after Closing: ☐ SHALL ☒ MAY AT THE OPTION OF THE PARTIES first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation. If mediation fails, the other procedures and remedies available under the REPC shall apply. Nothing in this Section 15 prohibits any party from seeking emergency legal or equitable relief, pending mediation. The provisions of this Section 15 shall survive Closing.

16. DEFAULT.

16.1 Buyer Default. If Buyer defaults, Seller may cancel the REPC and retain the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages.

16.2 Seller Default. If Seller defaults, Buyer may elect one of the following remedies: (a) cancel the REPC, and in addition to the return of the Earnest Money Deposit, or Deposits, if applicable, Buyer may elect to accept from Seller, as liquidated damages, a sum equal to the Earnest Money Deposit, or Deposits, if applicable; or (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Seller to specifically enforce the REPC; or (c) accept a return of the Earnest Money Deposit, or Deposits, if applicable, and pursue any other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.

17. ATTORNEY FEES AND COSTS/GOVERNING LAW. In the event of litigation or binding arbitration arising out of the transaction contemplated by the REPC, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15. This contract shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this Section 17 shall survive Closing.

18. NOTICES. Except as provided in Section 23, all notices required under the REPC must be: (a) in writing; (b) signed by the Buyer or Seller giving notice; and (c) received by the Buyer or the Seller, or their respective agent, or by the brokerage firm representing the Buyer or Seller, no later than the applicable date referenced in the REPC.

19. NO ASSIGNMENT. The REPC and the rights and obligations of Buyer hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller. Provided, however, the transfer of Buyer's interest in the REPC to any business entity in which Buyer holds a legal interest, including, but not limited to, a family partnership, family trust, limited liability company, partnership, or corporation (collectively referred to as a "Permissible Transfer"), shall not be treated as an assignment by Buyer that requires Seller's prior written consent. Furthermore, the inclusion of "and/or assigns" or similar language on the line identifying Buyer on the first page of the REPC shall constitute Seller's written consent only to a Permissible Transfer.

20. INSURANCE & RISK OF LOSS.

20.1 Insurance Coverage. As of Closing, Buyer shall be responsible to obtain casualty and liability insurance coverage on the Property in amounts acceptable to Buyer and Buyer's Lender, if applicable.

20.2 Risk of Loss. If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller; provided however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price referenced in Section 2, either Seller or Buyer may elect to cancel the REPC by providing written notice to the other party, in which instance the Earnest Money Deposit, or Deposits, if applicable, shall be returned to Buyer.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in the REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in the REPC: (a) performance under each Section of the REPC which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (e.g. Acceptance). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in writing by such non-party.

22. ELECTRONIC TRANSMISSION AND COUNTERPARTS. The REPC may be executed in counterparts. Signatures on any of the Documents, whether executed physically or by use of electronic signatures, shall be deemed original signatures and shall have the same legal effect as original signatures.

23. ACCEPTANCE. "Acceptance" occurs only when all of the following have occurred: (a) Seller or Buyer has signed the offer or counteroffer where noted to indicate acceptance; and (b) Seller or Buyer or their agent has communicated to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

24. CONTRACT DEADLINES. Buyer and Seller agree that the following deadlines shall apply to the REPC:

(a) Seller Disclosure Deadline	<u>May 11, 2018</u>	(Date)
(b) Due Diligence Deadline	<u>June 8, 2018</u>	(Date)
(c) Financing & Appraisal Deadline	<u>N/A</u>	(Date)
(d) Zoning & Conditional Use Deadline	<u>June 29, 2018</u>	(Date)
(e) Settlement Deadline	<u>July 13, 2018</u>	(Date)

25. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: 5:00 [] AM [X] PM Mountain Time on April 26, 2018 (Date), this offer shall lapse; and the Brokerage shall return any Earnest Money Deposit to Buyer.

(Buyer's Signature)

(Date)

(Buyer's Signature)

(Date)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

[] **ACCEPTANCE OF OFFER TO PURCHASE:** Seller Accepts the foregoing offer on the terms and conditions specified above.

[] **COUNTEROFFER:** Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. _____.

[] **REJECTION:** Seller rejects the foregoing offer.

(Seller's Signature)

(Date)

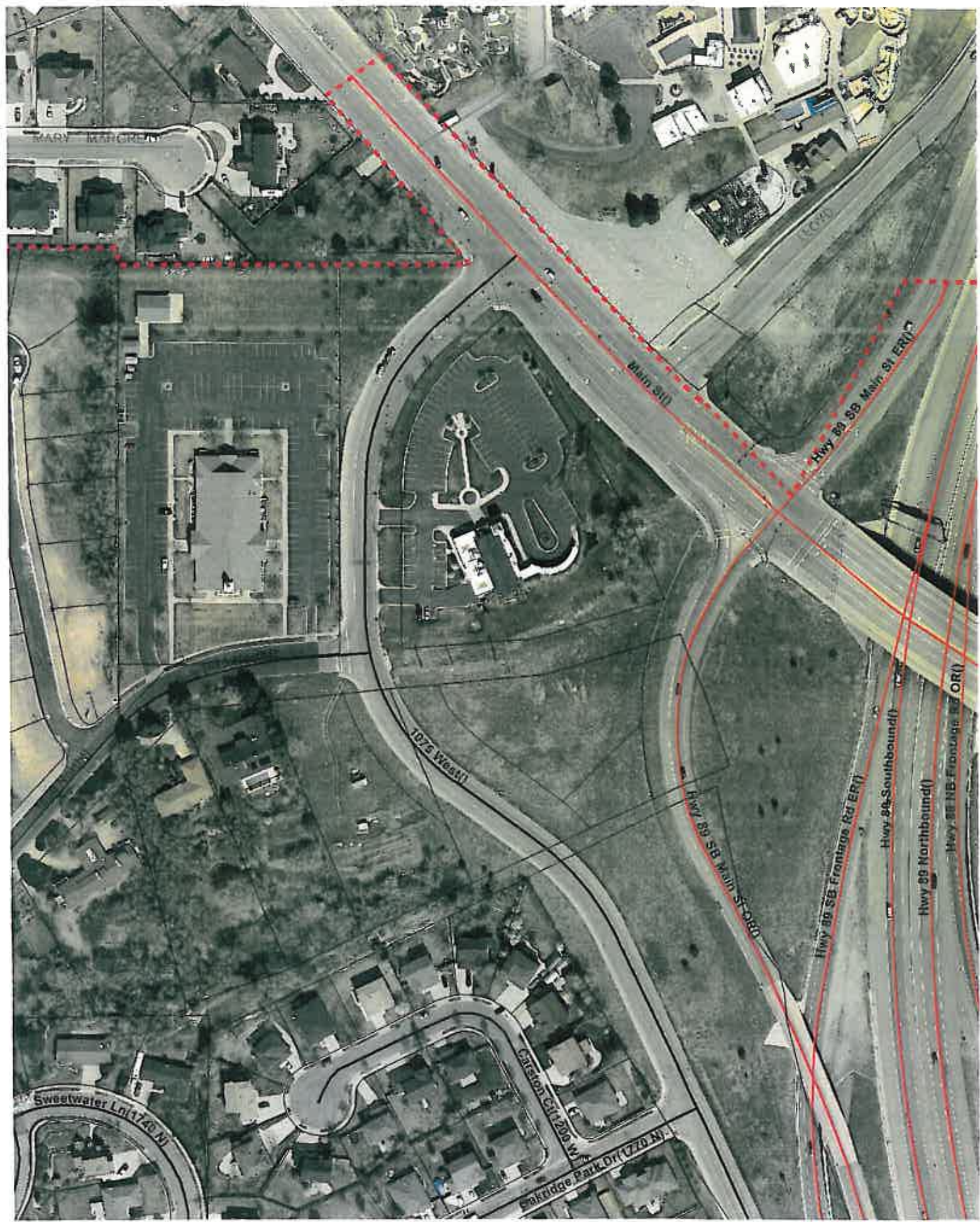
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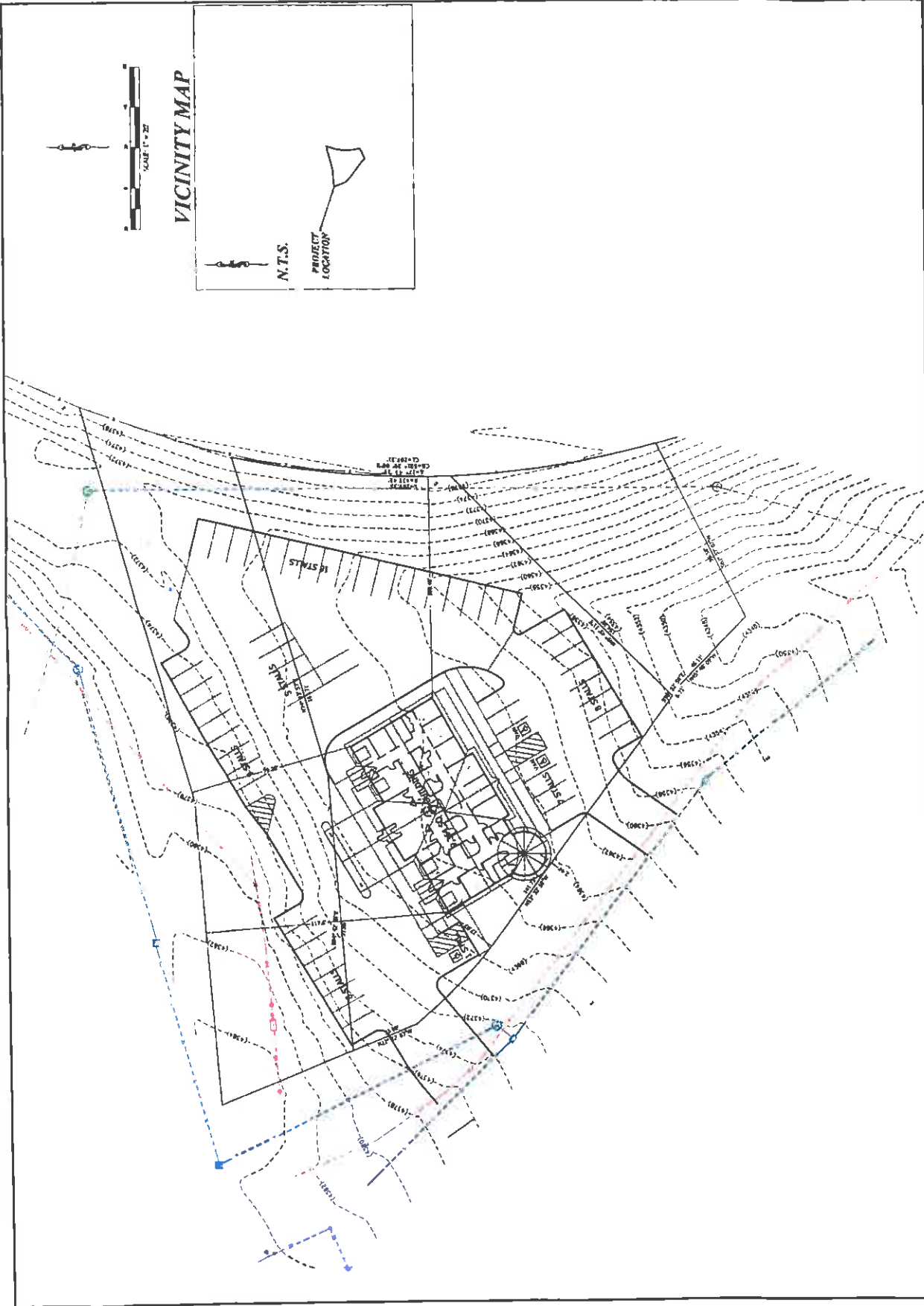
(Seller's Signature)

(Date)

(Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL,
EFFECTIVE SEPTEMBER 1, 2017. AS OF JANUARY 1, 2018, IT WILL REPLACE AND SUPERSEDE THE PREVIOUSLY APPROVED VERSION OF THIS FORM.







FARMINGTON CITY

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
BRIGHAM MELLOR
CORY RITZ
REBECCA WAYMENT
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: May 15, 2018

SUBJECT: **SWAIN SUBDIVISION DEVELOPMENT AGREEMENT**

RECOMMENDATION

Move that the City Council approve the enclosed development agreement for the Swain Subdivision P.U.D.

BACKGROUND

The City Council approved the Final (PUD) Master Plan for the Swain Subdivision at the northwest corner of 1400 North and North Compton Rd., subject to, among other things, that the developer enter into a development agreement with the City. The enclosed agreement memorializes the master plan and provides for the maintenance of open space and entry signs related to the PUD.

Respectively Submitted

David Petersen
Community Development Director

Review and Concur

Dave Millheim
City Manager

DEVELOPMENT AGREEMENT FOR SWAIN SUBDIVISION

THE DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 2018, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **THE SWAIN SHELTER TRUST**, a Utah Trust, hereinafter referred to as the "Developer."

RECITALS:

A. Developer owns approximately 3.533 acres of property located within the City, which property is more particularly described in **Exhibit A** attached hereto and by this reference made a part hereof (the "Property").

B. Developer desires to develop a project on the Property to be known as the Swain Subdivision Planned Unit Development (PUD) (the "Project"). Developer has submitted an application to the City seeking approval of the Project as a planned unit development in accordance with the City's Laws.

C. On February 6, 2018, Developer received approval of a Final (PUD) Master Plan (the "Master Plan") for the Project from the Farmington City Council attached hereto as **Exhibit B** and by the reference made a part hereof. The Master Plan provides for the development of 10 single-family residential lots and approximately 9,248 square feet of open space designated as Area "A".

D. The Property is presently zoned under the City's zoning ordinance as LR-F. The Property is subject to all City ordinances and regulations including the provisions of the City's General Plan, the City's zoning ordinances, the City's engineering development standards and specifications and any permits issued by the City pursuant to the foregoing ordinances and regulations (collectively, the "City's Laws").

E. Persons and entities hereafter developing the Property or any portions of the Project thereon shall accomplish such development in accordance with the City's Laws, and the provisions set forth in this Agreement. This Agreement contains certain requirements and conditions for design and/or development of the Property and the Project in addition to those contained in the City's Laws.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer hereby agree as follows:

1. **Incorporation of Recitals.** The above Recitals are hereby incorporated into this Agreement.

2. **Development of the Project.** The Project shall be developed by Developer and/or Developer's successors and assigns in accordance with all of the requirements contained herein.

a. Compliance with City Laws and Development Standards. The Project and all portions thereof shall be developed in accordance with the City's Laws, the Preliminary Plat, the Final Plat, the Master Plan, and this Agreement.

b. Open Space and Entry Monuments.

i. The Developer shall preserve open space, or Area A, as shown on the Master Plan, in a manner acceptable to the City. Area A is part of Lot 110 as represented on the final plat and will be maintained by the owner of lot 110. Area A may be re-graded, landscaped and improved but other than structures like a gazebo, gas fire ring, pavers, etc., no permanent structure shall be placed thereon. All such improvements shall be accomplished in a way to preserve the oak trees closest to 1400 North Street.

ii. The Developer must provide two entry features, with accompanying landscaping, as illustrated on the Master Plan, and shall be responsible for the perpetual maintenance thereof, which includes the possibility, among other things, of causing adjacent property owners to be responsible for there continual maintenance.

c. Building Permits. The City shall not issue any building permit on any lot or for any unit within the Project until water, fully-operational fire hydrants, sewer and any utility located under the street surface, including necessary grading, storm drains and/or subsurface drainage facilities pursuant to a subdivision grading and drainage plan required and approved by the City for the Project, are installed by the Developer and accepted by the City and/or appropriate agencies. The Developer shall provide As-built drawings acceptable to the City which have been prepared and certified by an engineer licensed by the State of Utah for all required public improvements related to the Project within 60 days from the issuance of the first residential building permit. Developer hereby agrees to perform all work necessary to ensure that the streets will remain fully accessible at all times. The Developer agrees at the earliest time weather permits, to install, at Developer's sole expense, permanent hard surface material on all streets in the subdivision in accordance with the City's specifications.

d. Utilities and Infrastructure.

i. Developer shall install or cause to be installed natural gas, underground electrical service, sanitary sewer, culinary and pressure irrigation water supply systems, and storm drainage facilities as required by the City for the Project up to the boundary lines of the Project and any off-site improvements required to serve the Project. Such installations shall be done according to the reasonable and customary design and construction standards of the utility providers and the City Engineer.

ii. Developer shall make arrangements with and shall comply with the requirements of the Central Davis Sewer District to provide public sanitary sewer service to the Project and all phases thereof.

iii. All off-site improvements will be constructed and installed in a timely manner in order to coincide with development of the various phases of the Project.

iv. Developer shall make arrangements with and shall comply with all of the requirements of the Benchland Irrigation District ("Benchland") to provide secondary water service to each lot within the Project. Where appropriate, Developer shall construct secondary water lines and facilities for the Project in a manner acceptable to Benchland in order to ensure delivery of secondary water to properties located within the Project.

v. All public improvements for the Project shall be constructed and installed at the Developer's sole expense in accordance with the City's construction standards and the City's Laws.

e. Grading and Drainage, Storm-water Run-off, Erosion Control, and Revegetation Plans. Developer shall provide a grading and drainage, erosion control and revegetation plans for the Project for review and approval by the City. These plans shall identify the type and show the location of existing vegetation, the vegetation to be removed and method of disposal, or stabilization measures to be installed while new vegetation is being established. All areas of the Project cleared of natural vegetation in the course of construction shall be replanted with vegetation possessing erosion control characteristics at least equal to the natural vegetation which was removed. Developer shall prepare an erosion control plan and implement best management practices (BMP's) altogether acceptable to the City designed to minimize erosion and displacement of soils from the site consistent with the City's Storm Water Management Plan. Developer shall post a bond acceptable to the City to ensure implementation of the grading and drainage, erosion control, and revegetation plans for the Project. The warranty period for this bond shall not be less than two growing seasons from the time the planting of the revegetation is complete.

f. Easements. All required easements, including temporary construction easements, for infrastructure improvements will be granted at no cost to the City and its contractors by the Developer and its successors and assigns for the construction of any public improvements required by the City. These easements shall be subject to the approval of the City Engineer and the City Attorney. Developer hereby agrees to grant and convey at no cost to the City a satisfactory easement for drainage pipes across the Property to be shown on and dedicated as part of final plats for each phase of the Project in locations mutually satisfactory to the City and the Developer. The City shall have the right to determine the amount of flows to be passed through the easement. The drainage easements shall provide for the flow of water and drainage over and through the Property at the locations specified in said easements.

g. Dedication and Donation. Prior to, or concurrent with, the recording of the final plat for the Project in the office of the Davis County Recorder, the Developer agrees to dedicate, transfer and voluntarily donate to the City all required easements for the purposes of constructing, installing, operating, maintaining, repairing and replacing public utilities and improvements located within the Project by the Developer. Developer will take such actions as are necessary to obtain release of any monetary encumbrances on any property to be dedicated to the City at the time of final plat approval for the Project and to cause the owner of the Property to dedicate and donate the same without cost to the City.

h. Required Changes. If any revisions or corrections of plats or plans already approved by the City shall be required by any other governmental entity having jurisdiction or lending institutions involved in financing, the Developer and the City shall cooperate where appropriate to obtain or develop reasonable, mutually acceptable alternative plans or plats. Developer shall have the sole duty and responsibility to obtain approval from any other governmental entities having jurisdiction with respect to the Project as needed.

i. Construction Standards and Requirements. All construction shall be conducted and completed in accordance with the development standards of the City, the City's Laws and the terms of this Agreement. All required public improvements for the Project shall be constructed in accordance with the City's construction standards and shall be dedicated to the City. Prior to commencing any construction or development of any building, structures or other work or improvements within the Project, the Developer shall secure any and all permits which may be required by the City or any other governmental entity having jurisdiction over the work. The Developer shall construct, or cause to be constructed, all improvements for the Project in conformity with all applicable federal, state and/or local laws, rules and regulations.

i. Security. Developer shall provide the City with security in a form satisfactory to the City to guarantee the installation and completion of all public improvements to be constructed by Developer within the Project and/or the Property or any portion thereof, as required in accordance with the City's Laws.

Security provided by the Developer shall also include funds to ensure revegetation acceptable to the City consistent with a revegetation plan prepared by Developer and approved by the City for all cuts and fills or any and all graded and disturbed areas related to the Project.

ii. Inspection by the City. The City may, at its option, perform periodic inspections of the improvements being installed and constructed by the Developer and its assigns or their contractors. No work involving excavation shall be covered until the same has been inspected by the City's representatives and/or the representatives of other governmental entities having jurisdiction over the particular improvements involved. Developer, or its assigns as the case may be, shall warrant the materials and workmanship of all public improvements installed by Developer and its contractors within the Project and to be dedicated to the City for a period of twelve (12) months from and after the date of final inspection and approval by the

City of the improvements in that phase. All buildings shall be inspected in accordance with the provisions of the International Building Code.

iii. **Maintenance During Construction.** During construction, the Developer and the City and their contractors shall keep the Project and all affected public streets therein, free and clear from any unreasonable accumulation of debris, waste materials, mud, and any nuisances created by their actions, and shall contain their construction debris and provide dust and mud control so as to prevent the scattering via wind and/or water.

4. **Payment of Fees.** The Developer shall pay to the City all required fees in a timely manner. Fees shall be paid in those amounts which are applicable at the time of payment of all such fees, pursuant to and consistent with standard City procedures, requirements, adoption by City.

5. **City Obligations.** Subject to Developer complying with all of the City's Laws and the provisions of this Agreement, the City agrees to maintain the public improvements dedicated to the City following satisfactory completion thereof and acceptance of the same by the City and to provide standard municipal services to the Project including, but not limited to, police and fire protection subject to the payment of all fees and charges charged or levied therefor by the City.

6. **Indemnification and Insurance.** Developer hereby agrees to indemnify and hold the City and its officers, employees, representatives, agents and assigns harmless from any and all liability, loss, damage, costs or expenses, including attorneys fees and court costs, arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to property of any person which shall occur within the Property or any portion of the Project or occur in connection with any off-site work done for or in connection with the Project or any phase thereof which shall be caused by any acts or omissions of the Developer or its assigns or of any of their agents, contractors, servants, or employees at any time. Developer shall furnish, or cause to be furnished, to the City a satisfactory certificate of insurance from a reputable insurance company evidencing general public liability coverage for the Property and the Project in a single limit of not less than One Million Dollars (\$1,000,000) and naming the City as an additional insured.

7. **Right of Access.** Representatives of the City shall have the reasonable right of access to the Project and any portions thereof during the period of construction to inspect or observe the Project and any work thereon.

8. **Assignment.** The Developer shall not assign this Agreement or any rights or interests herein without giving prior written notice to the City. Any future assignee shall consent in writing to be bound by the terms of this Agreement as a condition precedent to the assignment.

9. **Notices.** Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To Developer: The Swain Shelter Trust
Attn: Lew Swain
1688 North Canyon Circle
Farmington, Utah 84025

To the City: Farmington City
Attn: City Manager
160 South Main Street
Farmington, Utah 84025-0160

10. **Default.** In the event any party fails to perform its obligations hereunder or to comply with the terms hereof, within thirty (30) days after giving written notice of default, the non-defaulting party may, at its election, have the following remedies:

- a. All rights and remedies available at law and in equity, including injunctive relief, specific performance and/or damages.
- b. The right to withhold all further approvals, licenses, permits or other rights associated with the Project or any development described in this Agreement until such default has been cured.
- c. The right to draw upon any security posted or provided in connection with the Project.
- d. The right to terminate this Agreement.
- e. The rights and remedies set forth herein shall be cumulative.

11. **Attorneys Fees.** In the event of any lawsuit between the parties hereto arising out of or related to this Agreement, or any of the documents provided for herein, the prevailing party or parties shall be entitled, in addition to the remedies and damages, if any, awarded in such proceeding, to recover their costs and a reasonable attorneys fee.

12. **Entire Agreement.** This Agreement together with the Exhibits attached thereto and the documents referenced herein, and all regulatory approvals given by the City for the Property and/or the Project, contain the entire agreement of the parties and supersede any prior promises, representations, warranties or understandings between the parties with respect to the subject matter hereof which are not contained in this Agreement and the regulatory approvals for the Project, including any related conditions.

13. **Headings.** The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

14. **Non-Liability of City Officials, Employees and Others.** No officer, representative, agent, or employee of the City shall be personally liable to the Developer, or any successor-in-interest or assignee of the Developer in the event of any default or breach by the City or for any

amount which may become due Developer, or its successors or assigns, for any obligation arising under the terms of this Agreement unless it is established that the officer, representative, agent or employee acted or failed to act due to fraud or malice.

15. **Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns.

16. **No Third-Party Rights.** The obligations of Developer set forth herein shall not create any rights in and/or obligations to any persons or parties other than the City. The parties hereto alone shall be entitled to enforce or waive any provisions of this Agreement.

17. **Recordation.** This Agreement shall be recorded by the City against the Property in the office of the Davis County Recorder, State of Utah.

18. **Relationship.** Nothing in this Agreement shall be construed to create any partnership, joint venture or fiduciary relationship between the parties hereto.

19. **Termination.** Notwithstanding anything in this Agreement to the contrary, it is agreed by the parties hereto that in the event the Project is not completed within five (5) years from the date of this Agreement or in the event the Developer does not comply with the City's Laws and the provisions of this Agreement, the City shall have the right, but not the obligation at the sole discretion of the City, which discretion shall not be unreasonably applied, to terminate this Agreement and/or to not approve any additional phases for the Project. Such termination may be effected by the City by giving written notice of intent to terminate to the Developer set forth herein. Whereupon, the Developer shall have sixty (60) days during which the Developer shall be given an opportunity to correct any alleged deficiencies and to take appropriate steps to complete the Project. In the event Developer fails to satisfy the concerns of the City with regard to such matters, the City shall be released from any further obligations under this Agreement and the same shall be terminated.

20. **Severability.** If any portion of this Agreement is held to be unenforceable or invalid for any reason by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

21. **Amendment.** This Agreement may be amended only in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first hereinabove written.

“CITY”

FARMINGTON CITY

ATTEST:

City Recorder

By: _____
Mayor

“DEVELOPER”

THE SWAIN SHELTER TRUST

By: _____

its: _____

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 :SS.
COUNTY OF DAVIS)

On the ____ day of _____, 2018, personally appeared before me H. James Talbot, who being duly sworn, did say that he is the Mayor of FARMINGTON CITY, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said H. James Talbot acknowledged to me that the City executed the same.

My Commission Expires:

Notary Public
Residing at:

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

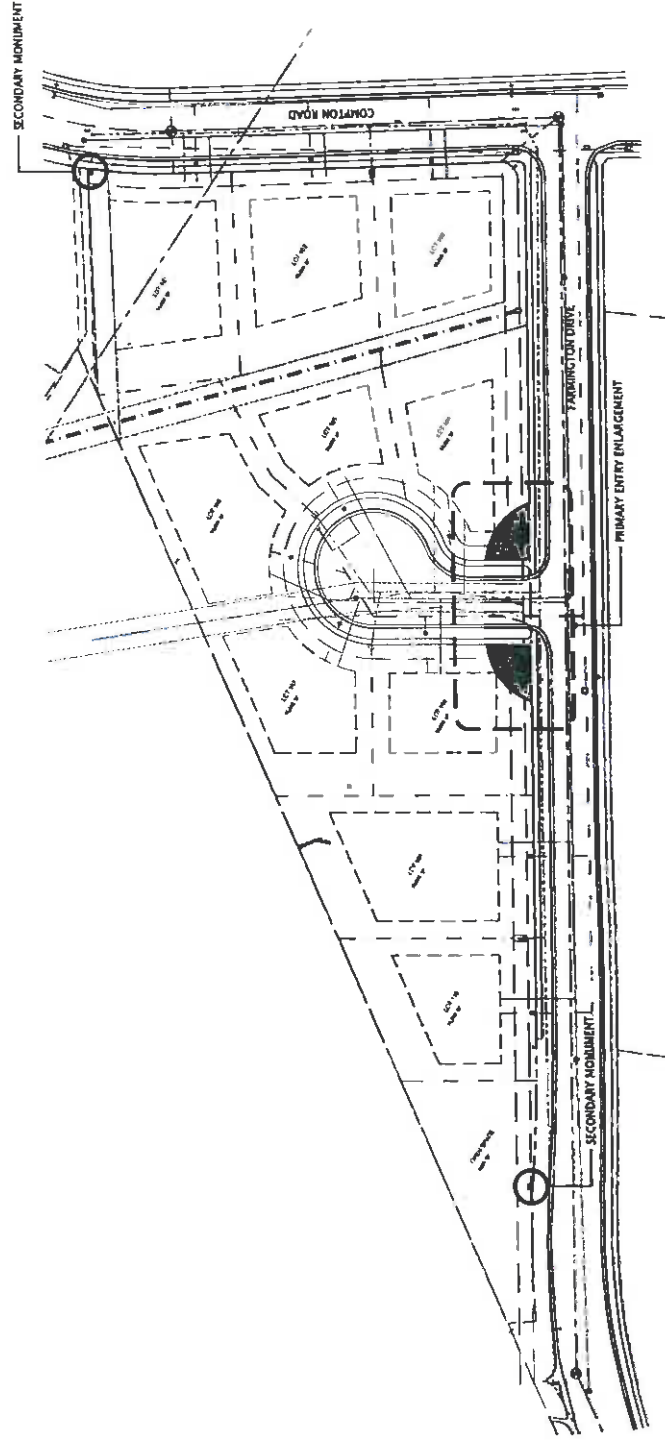
On this ____ day of 2018, personally appeared before me, _____,
who being by me duly sworn, did say that (s)he is the sole Trustee of **THE SWAIN SHELTER
TRUST**, a Utah Trust, and that the foregoing instrument was signed on behalf of said Trust and duly
acknowledgment to me that said Trust executed the same.

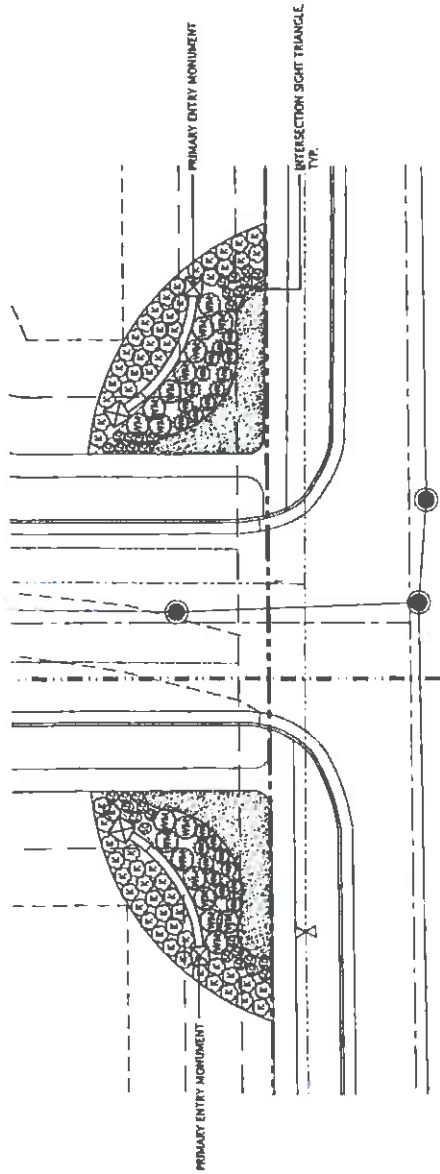
My Commission Expires:

Notary Public
Residing at:

EXHIBIT A

Property Description

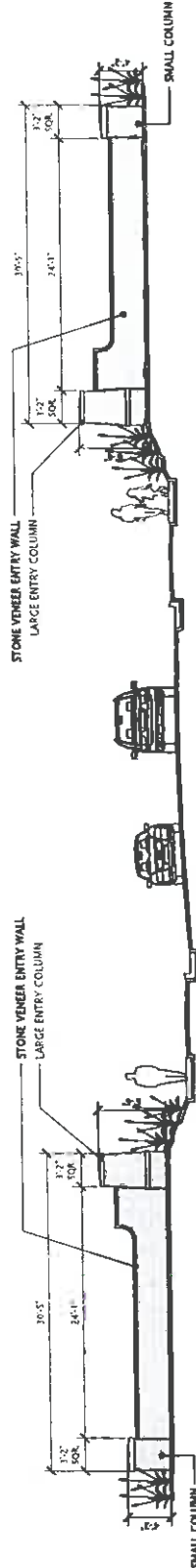




primary entry landscape enlargement

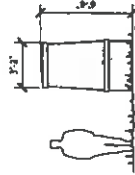
scale: 1" = 10'

- ENTRY MONUMENT NOTES
1. WALLS AND COLUMNS SHALL RECEIVE STONE VENEER AS SELECTED BY OWNER.
 2. WALLS AND COLUMNS SHALL HAVE EITHER NATURAL STONE CAPS OR PRECAST CONCRETE CAPS AS SELECTED BY OWNER.
 3. ALL MONUMENTS AND WALLS SHALL BE OUTSIDE OF INTERSECTION SIGHT TRIANGLES PER ILLINOIS' CURRENT LAW.
 4. THE CONTRACTOR SHALL LAYOUT ENTRY WALLS AND MONUMENTS IN FIELD FOR OWNER REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.



primary entry elevation

scale: 3/16" = 1'-0"



secondary monument elevation

scale: 1/4" = 1'-0"

Swain Development



FARMINGTON POLICE DEPARTMENT

Chief Wayne D. Hansen

City Council Staff Report

To: Honorable Mayor and City Council

From: Wayne Hansen, Police Chief

Date: May 8, 2018

SUBJECT: LINE OF DUTY BENEFITS FOR PUBLIC SAFETY

RECOMMENDATIONS

Enroll the City Public Safety personnel in the State Trust Fund for line of duty deaths by signing the new agreement.

BACKGROUND

During the 2018 legislative session changes were made to the Line of Duty Death Benefits for Peace Officers and Firefighters Act. The enacted changes now require agencies/cities to provide insurance for twelve months as opposed to the previous twenty four months. This bill provides for a statewide trust fund that will cover the cost of group health for the family of an officer or firefighter that dies in the line of duty. This is a cost sharing pool which will cost the city \$95.00 per individual covered. We currently have 28 public safety employees that qualify for this pool. The yearly cost for 28 employees is 2660.00. If the city does not participate in this pool, the city is responsible for the costs of providing group health insurance to these families. The yearly cost to the city is far cheaper than a yearly insurance premium for a family. I recommend that Farmington City enters into the cost sharing agreement with the Utah Department of Public Safety and participates in the cost sharing pool.

Respectfully Submitted

A handwritten signature in black ink that reads "Wayne Hansen".

Wayne Hansen
Police Chief

Review and Concur

A handwritten signature in black ink that reads "Dave Millheim".

Dave Millheim
City Manager



State of Utah

GARY R. HERBERT
Governor

SPENCER J. COX
Lieutenant Governor

Department of Public Safety

KEITH D. SQUIRES
Commissioner

April 25, 2018

Dear Chief Administrator,

Many of you are familiar with the Public Safety Officer and Firefighter Line-of-Duty Death Act established by the legislature. Members of the Local Public Safety and Firefighter Surviving Spouse Trust Fund Board of Trustees (board), feel it important to provide you with the latest information. To ensure local government agencies are familiar with the obligations and opportunities of new legislation in the past two years, we have put together a brief summary of the changes to Utah Code Section 53-17 Public Safety Officer and Firefighter Line-of-duty Death Act.

1. All agencies employing one or more public safety service employees or firefighter service employees who are eligible to earn service credit in a Utah Retirement System under Title 49, Utah State Retirement and Insurance Benefit Act shall be a participant in the Local Public Safety and Firefighter Surviving Trust Fund (Fund). The legislature made this mandatory for all agencies to participate.
2. Instead of requiring each agency to provide 24 months of insurance coverage after the line-of-duty death, an agency now is required to provide only 12 months of insurance coverage before an employer is eligible for reimbursement of health insurance costs from the Fund. This new change becomes effective July 1, 2018 and would apply to costs incurred after July 1, 2018.
3. Reimbursement from the Fund has been expanded to include any health insurance payments for line-of-duty deaths that occurred after July 1, 2005.
4. Certain law enforcement agencies that employ public safety officers or firefighters and are not participating in the Utah Retirement System under Title 49, Utah State Retirement and Insurance Benefit Act may elect to participate in the Local Public Safety and Firefighter Surviving Spouse Trust Fund.

The board has relied on actuarial analysis to set the rate for the year beginning July 1, 2018. Based upon the actuarial analysis, the board has decided to keep the rate at \$95 annually per public safety officer or firefighter. Payment is due by June 30, 2018. Please find included the cost sharing agreement and a form for each agency to certify the number of officers to be covered by the Fund.

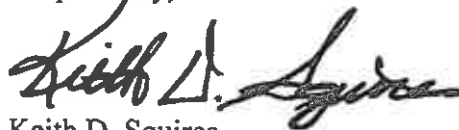
Please sign the new cost sharing agreement even if you signed one before. The new agreement has changes beneficial to those signing the agreement. The new agreement has two changes: 1) it allows reimbursement from the Fund after 12 months instead of 24 months of

insurance payments and 2) it allows reimbursement for health insurance provided for a line of duty death that occurred after July 1, 2005.

The board encourages you to share this information with your city/county officials, human resource staff and budget staff.

If you have any questions, please contact Joe Brown at jbrown@utah.gov.

Respectfully,

A handwritten signature in dark ink, appearing to read "Keith D. Squires", written in a cursive style.

Keith D. Squires
Commissioner

**LOCAL PUBLIC SAFETY AND FIREFIGHTER SURVIVING SPOUSE TRUST FUND
COST-SHARING AGREEMENT**

THIS COST-SHARING AGREEMENT is authorized by Section 53-17-301 of the Utah Code, and R698-8 of the Utah Administrative Code, and is made effective [DATE]_____, by and between Keith D. Squires, Commissioner, Utah Department of Public Safety and [agency name, administrator name, office address and phone number]

THE PARTIES ENTER THIS AGREEMENT on the basis of the following facts, understandings and intentions:

A. In the event of a line of duty death of a member, the participating agency is required, pursuant to 53-17-201 of the Utah Code, to provide health coverage for the surviving spouse and for a child of the member until the child reaches the age of 26.

B. The participating agency is required to pay 100% of the premium costs for health coverage for surviving spouse and children.

C. Beginning 13 months after the line of duty death, the participating agency is eligible for reimbursement for the health coverage costs from the Local Public Safety and Firefighter Surviving Spouse Trust Fund for costs incurred after July 1, 2018.

D. In the event the participating agency fails to submit the annual premium in a timely manner the participating agency may not be eligible for reimbursement of health coverage costs for a surviving spouse or children.

E. The participating agency is not eligible for reimbursement of health coverage costs for a line of duty death that occurs during a period of time when the agency is not a participating agency.

F. A participating agency that elects to participate in the trust fund shall be eligible for reimbursement of health coverage costs for a surviving spouse or children for a line of duty death that occurs on or after July 1, 2005, as long as annual premium payments are current.

G. The provisions found in Utah Administrative Rule R698-8 govern this agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Payment of Annual Premiums. The participating agency agrees to pay an annual premium as established by the Local Public Safety and Firefighter Surviving Spouse Trust Fund Board of Trustees. The annual premium shall be based upon the number of members employed by the participating agency, and shall be submitted by the participating agency no later than June 30th each year to the Department of Public Safety Attn. Trust Fund, PO Box 141775, Salt Lake City UT 84114.

2. Eligible Members. The participating agency agrees to furnish to the Department of Public Safety, Attn. Trust Fund annually, with payment of the annual premium, the number of eligible members for whom an annual premium is being paid as of March 31st. The participating agency expressly authorizes the Utah Retirement Systems (URS) to provide to the Utah Department of Public Safety or the Local Public Safety and Firefighter Surviving Spouse Trust Fund Board of Trustees aggregate totals of the participating agency's active employees participating in a retirement system under Utah Code Title 49, Utah State Retirement and Insurance Benefit Act covering public safety and firefighter members, as

requested for auditing purposes. Premiums paid by an agency for members who are not eligible for reimbursement from the fund are non-refundable.

3. Reimbursement of Shared Costs. The Commissioner agrees to reimburse the participating agency on an annual basis for the costs of health coverage for an eligible surviving spouse and children from the Local Public Safety and Firefighter Surviving Spouse Trust Fund. A request for reimbursement of health coverage costs shall be submitted to the Department of Public Safety, Attn. Trust Fund by June 30th of each year on a form approved by the Board, in addition to a statement provided by the group health plan that includes the agency's cost for health coverage for the surviving spouse and children of the fallen officer.

4. Books and Records. The Department of Public Safety shall maintain appropriate and accurate books of account and records relating to eligible members, annual premiums paid by a participating agency and reimbursement of health coverage costs from the Local Public Safety and Firefighter Surviving Spouse Trust Fund under this Agreement, and such books of account and records shall be accessible for inspection by representatives of the participating agency at any time during normal business hours. Except in the ordinary course of business of the Department of Public Safety shall use reasonable efforts to keep confidential any and all information they may obtain from time to time in connection with the services they render under this Agreement.

5. Term. This Agreement shall commence on the Effective Date and shall be coterminous providing that annual premiums are kept current by the participating agency.

6. Binding Nature of Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto as provided in this Agreement.

7. Entire Agreement. This Agreement contains the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. This Agreement may not be modified or amended other than by an agreement in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Commissioner Keith D. Squires

**Utah Department of Public Safety/
Local Public Safety and Firefighter
Surviving Spouse Trust Fund Board,
Chair**

By:

Agency Administrator, Title

Agency

By:

LOCAL PUBLIC SAFETY AND FIREFIGHTER SURVIVING SPOUSE TRUST FUND
Certification of Eligible Employees

(mail to: Department of Public Safety, Attn. Trust Fund,
PO Box 141775, Salt Lake City UT 84114)

Agency Name: _____

Administrator Name: _____

Office Address: _____

Phone Number: _____

I certify that there are a total of _____ active employees participating in a retirement system under Utah Code Title 49, Utah State Retirement and Insurance Benefit Act covering public safety and firefighter members employed by the above mentioned agency as of March 31, 20____.

I understand that if the above referenced agency does not cover the public safety officers or firefighters in a retirement system under Utah Code Title 49, Utah State Retirement and Insurance Benefit Act, the agency may elect to participate in the Local Public Safety and Firefighter Surviving Spouse Trust Fund by a resolution adopted by the agency. Under this election, I certify that there are a total of _____ active public safety officers and firefighters as defined in Senate Bill 206 passed in the 2018 Legislative General Session.

I understand that I may confirm the number of active public safety and firefighter employees of the above mentioned agency participating with the Utah Retirement Systems (URS) with URS. I further understand that premiums paid to the Local Public Safety and Firefighter Surviving Spouse Trust Fund for ineligible employees are non-refundable.

Administrator Signature: _____ Date: _____

CITY COUNCIL AGENDA

For Council Meeting:
May 15, 2018

SUBJECT: City Manager Report

1. Homelessness Legislation – Property Tax Increase
2. Weber Basin Watershed Tour – June 6th 7:30 am to 4:00 pm
3. City Council Training June 5th
4. Building Activity Report for April
5. Executive Summary for Planning Commission held May 3, 2018
6. Lupine Park Question

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



Holly Gadd <hgadd@farmington.utah.gov>

Fwd: Homelessness Legislation - Property Tax Increase

1 message

Dave Millheim <dmillheim@farmington.utah.gov>

Thu, May 3, 2018 at 1:01 PM

To: Keith Johnson <kjohnson@farmington.utah.gov>, Holly Gadd <hgadd@farmington.utah.gov>

Holly, pls this this email from Mark and use it as a place holder to bring up under CM comments at the the CC meeting. Se you in a few. Thanks

----- Forwarded message -----

From: **Mark Christensen** <markc@saratogaspringscity.com>

Date: Tue, May 1, 2018 at 8:45 PM

Subject: Homelessness Legislation - Property Tax Increase

To: "ucma@washingtontcity.org" <ucma@washingtontcity.org>, "CDiehl@ulct.org" <CDiehl@ulct.org>

UCMA Group,

The Saratoga Springs City Council approved our Tentative Budget tonight with the addition of a property tax increase for \$45,404 to offset the Homelessness Sales Tax legislation. The City Council was interested in holding the legislature accountable for an unfunded mandate and is using the Truth in Taxation Hearing as that vehicle. We are not criticizing the efforts of the ULCT on this issue. Ours is not a criticism of those cities that are impacted by homeless shelters, we have heard and understand your appeals for help. Our concern is the method the State has employed to reallocate our revenues and in general attacking cities authority during this and past legislative sessions.

We hope that others will join the dialog that the state legislature should be held accountable for their actions made on the hill. As you go through the budget process please take the opportunity to discuss with your Council the impacts the legislature has on our revenues through this legislation and the overall theme of attacking local control during this and past legislative sessions.

The link at the ULCT web site indicating your share of the Homelessness Sales Tax reallocation is:

<http://www.ulct.org/2018-homelessness-legislation/>

Good luck!

Mark Christensen

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You received this message because you are subscribed to the Google Groups "ucma" group.

To unsubscribe from this group and stop receiving emails from it, send an email to ucma+unsubscribe@washingtontcity.org.

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Month of April 2018	BUILDING ACTIVITY REPORT - JULY 2017 THRU JUNE 2018				
RESIDENTIAL	PERMITS THIS MONTH	DWELLING UNITS THIS MONTH	VALUATION	PERMITS YEAR TO DATE	DWELLING UNITS YEAR TO DATE
NEW CONSTRUCTION *****					
SINGLE FAMILY	9	9	\$3,089,187.38	248	248
DUPLEX	0	0	\$0.00	0	0
MULTIPLE DWELLING	0	0	\$0.00	2	38
CARPORT/GARAGE	1		\$13,622.40	18	
OTHER RESIDENTIAL	0	0	\$0.00	14	2
SUB-TOTAL	10	9	\$3,102,709.78	282	288
REMODELS / ALTERATION / ADDITIONS *****					
BASEMENT FINISH	3		\$68,321.00	54	
ADDITIONS/REMODELS	6		\$227,200.78	50	
SWIMMING POOLS/SPAS	0		\$0.00	20	
OTHER	10		\$399,968.92	414	
SUB-TOTAL	19		\$695,490.70	538	
NON-RESIDENTIAL - NEW CONSTRUCTION *****					
COMMERCIAL	4		\$2,608,592.00	15	
PUBLIC/INSTITUTIONAL	0		\$0.00	7	
CHURCHES	0		\$0.00	1	
OTHERS	2		\$30,895.00	8	
SUB-TOTAL	6		\$2,639,487.00	31	
REMODELS / ALTERATIONS / ADDITIONS - NON-RESIDENTIAL *****					
COMMERCIAL/INDUSTRIAL	2		\$118,000.00	41	
OFFICE	0		\$0.00	18	

PUBLIC/INSTITUTIONAL	0		\$0.00	1	
CHURCHES	0		\$0.00	0	
OTHER	2		\$10,000.00	4	
SUB-TOTAL	4		\$128,000.00	65	
***** MISCELLANEOUS - NON-RESIDENTIAL *****					
MISC.	0		\$0.00	70	
SUB-TOTAL	0		\$0.00	70	
TOTALS	39	9	\$6,565,687.48	986	288



FARMINGTON CITY

IL JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
JOHN BILTON
BRIGHAM MELLOR
CORY RITZ
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Eric Anderson – City Planner

Date: May 15, 2018

SUBJECT: EXECUTIVE SUMMARY – PLANNING COMMISSION – MAY 3, 2018

RECOMMENDATION

No action required.

BACKGROUND

The following is a summary of Planning Commission review and action on May 3, 2018 [note: six commissioners attended the meeting—Chair Alex Leeman, Kent Hinckley, Connie Deianni, Roger Child, Rulon Homer, and Russ Workman.

Item 3 Lew Swain – Applicant is requesting final plat approval of the proposed Swain PUD Subdivision consisting of 10 lots on 3.45 acres of property located at approximately 400 West and 1400 North in an LR-F (Large Residential Foothill) zone. (S-9-17)

Voted to approve the final plat as written in the staff report.

Vote: 6-0

Item 4 Brock Loomis / Jack Fisher Companies (Public Hearing) – Applicant is requesting schematic plan approval for 1.1 acres of property located at approximately 56 South 1100 West in an A (Agriculture) zone. (S-7-18)

Voted to recommend that the City Council approve the schematic plan as written in the staff report.

Vote: 6-0

Item 5 Garrett Seely / Woodside Homes (Public Hearing) – Applicant initiated a proposal for general plan amendment from a DR (Development Restrictions) to an RRD (Rural Residential Density) designation, which now includes all DR property west of the D&RG trail, and north/east of the West Davis Corridor alignment. (MP-2-18)

Voted to recommend that the City Council approve alternative motion “E” which was not in the staff report. The Commission was moving towards approving alternative motion

"B" when a member of the public raised the issue of the possibility that many/all of the properties affected by the new DR line that are currently under conservation easements may be condemned by UDOT as part of WDC. That could change the paradigm in terms of the DR line. The Commission created a fifth alternative that redrew the boundary; the recommended motion has been included in the staff report for this item in your packet under alternative motion "E"

Vote: 6-0

Item 6 Cade Meier / Department of Alcoholic Beverages Control (Public Hearing) – Applicant is requesting conditional use permit approval for a DABC Liquor Store on 1.44 acres of property located at 640 Lagoon Drive (due west of the Driver's License/Highway Patrol Building) in an A (Agriculture) zone. (C-3-18)

Voted to deny the conditional use permit because the commissioners felt that a Liquor Store is not compatible with the area.

Vote: 4-2 (With commissioners Alex Leeman and Connie Deianni voting for the conditional use permit).

Respectfully Submitted



Eric Anderson
City Planner

Review & Concur



Dave Millheim
City Manager

CITY COUNCIL AGENDA

For Council Meeting:
May 15, 2018

S U B J E C T: Mayor Talbot & City Council Reports

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

WORK SESSION



9980 SOUTH 300 WEST STE. #200
SANDY, UT 84070
PHONE: 801-456-3847
FAX: 801-618-4157

TECHNICAL MEMORANDUM

DATE: 3/21/2018
TO: Dave Millheim – Farmington City Manager
FROM: Timothy Taylor, PE, PTOE
RE: **Station Park West Traffic Engineering Issues Assessment**

Over the past nine years, the implementation of transportation improvements recommended and anticipated in Farmington City's 2009 Master Transportation Plan have appropriately accommodated the new growth and development that has taken place in on the west side of Farmington.

Some of these improvements include the reconstruction of Park Lane and 1100 West, the construction of Station Parkway, and capacity and signing improvements at the Park Lane interchanges with I-15, Legacy Highway, and US-89.

With construction of this area's next retail development, Station Park West, questions have arisen regarding specific traffic engineering issues. The purpose of this memorandum is to present these issues and provide information to assist in answering the questions.

Issues addressed include:

- Need and timing for construction of a raised median on Park Lane from 1100 West to Station Parkway.
- Feasibility of a traffic signal at the intersection of Park Lane/Cabelas Drive/University Avenue.
- Proposed access spacing locations/configurations associated with the extension of 1100 West, north of Park Lane.
- Operational capacity of the Station Parkway/Cabelas Drive/Grand Avenue traffic signal.

Park Lane Raised Median

To accommodate the growth and maintain the smooth flow of traffic on Park Lane, construction of a raised median island is essential between 1100 West and Station Parkway.

The purpose of raised medians is to reduce the number of conflict points on a roadway. Anytime vehicle pathways cross, a conflict point is created. As conflict points increase, traffic slows, and crashes increase. Raised medians reduce conflict points by directing turning vehicles to specific locations along the roadway, resulting in fewer distractions for drivers. By reducing conflict points, raised medians provide drivers with a safer and more predictable experience.

The Cabelas Drive/University Avenue intersection currently provides for all turning movements (left-in, left-out, right-in, right-out) resulting in a relatively high number of conflict points. However, this intersection easily accommodates the traffic associated with the initial phases of adjacent development (Cabela's and University of Utah hospital). The volume of through traffic on Park Lane is still low enough to provide acceptable breaks in the traffic flow allowing for safe turning movements from the side streets.

Since this intersection opened, there have been only two intersection related crashes. The first occurred in August 2016 and involved a UTA bus turning left from Park Lane onto University Avenue that collided with an oncoming car (no injuries). The other was in January 2018 and involved a car traveling across Park Lane from University Avenue that collided with a vehicle traveling west on Park Lane (no injuries).

As additional development continues, the volume of through traffic on Park Lane and turning traffic on the side streets will increase to a point that acceptable breaks in the traffic stream will no longer be available. The combination of the high number of conflict points and higher traffic volumes will slow the traffic flow on Park Lane, increase congestion on the side streets, require motorists to take greater risks when turning left, and increase crashes. This would be true for any other potential driveway access points along Park Lane.

Figure 1 depicts three recommended phases of construction for the Park Lane raised median. A phased plan allows for some flexibility in maintaining certain turning movements for as long as possible. The determination to move forward with additional phases would be based on traffic engineering studies performed by the City that consider both safety and traffic operations.

Phase I would accommodate left-turns from Park Lane onto Cabelas Drive and University Avenue, as well as right-turns to and from the both side streets. Only left-turns from the side streets onto Park Lane would be restricted. All other driveway access location on Park Lane would be limited to right-in/right-out only.

Phase II would accommodate left-turns from Park Lane only onto University Avenue. All other movements would be limited to right-in/right-out only.

Phase III would restrict all turning movements on this section of Park Lane to right-in/right only.



Figure 1: Park Lane Raised Median Construction Phasing

We recommend that Phase I of the raised median be constructed as a part of or immediately following completion of the Station Park West development. Phases II and III would be implemented based on regular monitoring of the traffic operations and safety conditions along Park Lane.

Park Lane/Cabelas Drive/University Avenue Traffic Signal Feasibility

Traffic signals regulate traffic flow and preserve capacity, especially along arterial routes. The City's standard spacing for arterial traffic signals is one half-mile (2,640 feet). This is approximately the distance between the I-15/Legacy Highway Ramp intersection and 1100 West. To allow flexibility to address unique conditions, a minimum spacing of at least one-quarter mile should always be maintained. This is approximately the distance between Station Parkway and 1100 West.

When traffic signal spacing falls below one-quarter mile (1,000 feet), it is nearly impossible to maintain smooth and efficient traffic flow along the roadway. Traffic capacity and travel speeds decrease, delay increases, and queueing often backs into adjacent intersections. It is also difficult to provide progression, at reasonable speeds, unless traffic volumes (side street and through traffic) are very low.

If a traffic signal were to be installed at this location, Park Lane would be unable to accommodate the future traffic volumes projected in the City's Master Transportation Plan.

1100 West Extension Access Spacing Plan

The City's Master Transportation Plan includes the extension of 1100 West north of Park Lane as a crucial element of the City's overall transportation network. This arterial corridor will serve as the primary north/south connection west of I-15.

Access spacing standards for this section of 1100 West were established in a June 6, 2011 Park Lake Extension/Realignment Options and Access Spacing Assessment Technical Memorandum (See attached). The specific standards are presented in Figure 2 of that memorandum.

Station Parkway/Cabelas Drive/Grand Avenue Traffic Signal Capacity

We performed a traffic operations analysis of the Station Parkway/Cabelas Drive/Grand Avenue intersection to determine the intersections ability to accommodate additional traffic.

Traffic counts were conducted on March 14, 2018 during the AM and PM peak hours.

Our analysis used Synchro/SimTraffic software and showed that all intersection movements currently operate with little delay or queuing and can easily accommodate additional traffic from surrounding developments (Station Park West) without any significant change to the operations or queuing.

Conclusions and Recommendations

Need and timing for construction of a raised median on Park Lane from 1100 West to Station Parkway

We recommend that Phase I of the raised median on Park Lane be constructed as a part of or immediately following completion of the Station Park West development. Phases II and III would be implemented based on regular monitoring of the traffic operations and safety conditions along Park Lane.

Feasibility of a traffic signal at the intersection of Park Lane/Cabelas Drive/University Avenue

If a traffic signal were to be installed at this location, Park Lane would be unable to accommodate the future traffic volumes projected in the City's Master Transportation Plan.

Proposed access locations/configurations associated with the extension of 1100 West, north of Park Lane

Access spacing standards for this section of 1100 West were established in a June 6, 2011 Park Lake Extension/Realignment Options and Access Spacing Assessment Technical Memorandum (See attached). The specific standards are presented in Figure 2 of that memorandum.

Operational capacity of the Station Parkway/Cabelas Drive/Grand Avenue traffic signal

Our analysis used Synchro/SimTraffic software and showed that all intersection movements currently operate with little delay or queuing and can easily accommodate additional traffic from surrounding developments (Station Park West) without any significant change to the operations or queuing.



9980 SOUTH 300 WEST STE. #200
SANDY, UT 84070
PHONE: 801-456-3847
FAX: 801-618-4157

TECHNICAL MEMORANDUM

DATE: 6/08/2011
TO: Dave Millheim – Farmington City Manager
FROM: Tim Taylor, PE, PTOE
RE: **PARK LANE EXTENSION/REALIGNMENT OPTIONS AND ACCESS SPACING ASSESSMENT**

Executive Summary

The purpose of this memorandum is to present our assessment recommendations regarding 1) the two Park Lane extension/realignment options, and 2) access spacing standards for Park Lane, Clarke Lane and 1100 North in the vicinity of the extension/realignment.

Based on our assessment of the two Park Lane extension/Realignment options and considering only traffic engineering and operations issues, we favor the option depicted in EX-001 based on the angle of the 1100 West connection with the Clarke Lane roundabout and the slightly greater segment length this option provides between Clarke Lane and Park Lane.

Regarding access location and spacing, UDOT will not permit an additional signalized intersection on Park Lane without the realignment. We recommend that the City utilize the scenario depicted in Figure 3 to guide short (1 to 5 years) to medium term (6-10 years) planning efforts. This includes a minimum access spacing distance of 330' on Clarke Lane east of the proposed Clarke Lane/1100 West roundabout. We also recommend that the City exercise its option to evaluate all access requests on a case-by-case basis as development plans are submitted and approved.

Introduction

The purpose of this memorandum is to present the recommendations of our assessment of 1) the two Park Lane extension/realignment options, and 2) access spacing standards for Park Lane, Clarke Lane and 1100 North in the vicinity of the extension/realignment.

Background

The Farmington City 2009 Master Transportation Plan Addendum (2009 Addendum) includes a provision for the future realignment/extension of Park Lane to provide a continuous east/west connection between 1525 West and I-15. Exhibits in the 2009 Addendum depicting the realignment/extension of Park Lane are conceptual in nature (Refer to 2009 Addendum Figure 5-2). As such, the City is working with adjacent land owners to more precisely define the

alignment, associated intersection and access locations, and right-of-way needs for the future improvement.

The City is currently considering two specific Park Lane realignment/extension concepts (See attached EX-001 and EX-002). The primary difference between the two options is the location of the proposed Park Lane/1100 West intersection. Exhibit EX-001 places the intersection entirely on property owned by Station Park CenterCal, LLC. Exhibit EX-002 places half of the intersection on property owned by the Evans family and half on Station Park CenterCal, LLC property.

Access location and spacing conditions associated with the Park Lane realignment/extension were initially assessed as a part of the early discussions with the adjoining property owners. Figures 1 and 2 depict concept access spacing for existing and future conditions based on the typical access management standards set forth in Tables 8-2 & 8-3 of the City's 2005 Master Transportation Plan Update (2005 MTP Update). Figure 3 depicts *probable* access conditions based on access standards and current development plans.

Park Lane Realignment/Extension Options

Looking only at the traffic operations of the proposed Park Lane/1100 West intersection, there is no difference between the two options. Both will operate with the same capacity, lane configuration, traffic signal phasing, etc. Similarly, both options equally meet the overall objective of the Park Lane realignment/extension project to provide a continuous north/south roadway west of I-15 that improves access/accessibility within the City and to adjacent properties while accommodating future traffic demands and patterns.

The only differences between the two options are fairly minor and relate to:

- 1) Spacing between the Park Lane/Station Parkway intersection
- 2) Potential Park Lane access location and spacing options
- 3) Traffic operations relationship with the Clarke Lane/1100 West intersection

Spacing between the Park Lane/Station Parkway Intersection

Both options locate the Park Lane/1100 West intersection approximately ¼ mile (1,320 ft) from the Park Lane/Station Parkway intersection. ¼ mile spacing is the recommended minimum signal spacing per the 2005 MTP Update. By providing at least ¼ mile spacing between traffic signals, we are better able to ensure efficient traffic flow and operations on Park Lane. The option depicted in EX-001 locates the Park Lane/1100 West intersection approximately 150 feet closer to the Park Lane/Station Parkway intersection and slightly reduces the overall traffic signal spacing distance.

Potential Park Lane Access Location and Spacing Options

Both options should be able to accommodate the concept and probable future access conditions depicted in Figures 2 and 3. However, the reduced distance between the Park Lane/1100 West and Park Lane/Station Parkway intersections associated with the EX-001 option will affect the location and spacing of potential Park Lane access points.

Traffic Operations Relationship with the Clarke Lane/1100 West Intersection

Both options should provide a workable connection to the Clarke Lane/1100 West roundabout intersection. The connection option depicted in EX-001 will likely operate slightly more efficiently than the EX-002 option due to the difference in the connection angle/location at the

Clarke Lane roundabout. The slightly greater length of the EX-001 option connection (approx. 100 ft) will also accommodate additional queuing between the intersections.

Access Spacing Standards for Park Lane, Clarke Lane and 1100 West

Access spacing standards are presented in Tables 8-2 & 8-3 of the City's 2005 Master Transportation Plan Update (2005 MTP Update). These standards were used to develop the scenarios presented in Figures 1 and 2. Figure 3 depicts *probable* access conditions based on access standards and current development plans. It is important to note that the City has the option to review access conditions on a case by case basis. The City's engineering judgment can override the recommended access spacing dimensions.

Concept Access Spacing – Existing Conditions (Figure 1)

Access to Park Lane is currently controlled by UDOT. Past attempts to gain access to Park Lane between the Park Lane/Station Parkway and Clarke Lane/1100 West signalized intersections have been met with significant resistance. At best, UDOT would likely agree to an unsignalized full movement intersection (stop signs on the minor approaches to Park Lane) that, over time, would become right-in/right-out only accesses (via construction of a raised median on Park Lane). UDOT will not permit an additional signalized intersection on Park Lane without the realignment.

Access to Clarke Lane west of 1100 West would be limited to right-in/right-out at a spacing of approximately 200 feet with a full movement access located a minimum of 660 feet west of 1100 West. East of 1100 West, right-in/right out access could be provided at a spacing of 330 feet with a full movement access located a minimum of 660 feet to the east.

Concept Access Spacing – Future Conditions (Figure 2)

The Park Lane access spacing conditions depicted in this exhibit assume that Park Lane is under the jurisdiction of the City. East of the new Park Lane/1100 West intersection, right-in/right-out access would be provided at 330 foot intervals with a full movement access located half way between the two traffic signals (at 660 feet). West of the new Park Lane/1100 West intersection, right-in/right-out access would be provided at 200 foot intervals with a full movement access a minimum of 660 feet to the west.

Clarke Lane west of 1100 West will likely become a local access drive to adjacent development. East of 1100 West, right-in/right out access could be provided at a spacing of 330 feet with a full movement access located a minimum of 660 feet to the east.

Due to the short length of 1100 West between Park Lane and Clarke Lane, we recommend that access to adjacent properties NOT be permitted along this segment. This will help ensure adequate queuing and maneuvering distances for motorists. North of Park Lane, right-in/right out access to 1100 West could be provided at a spacing of 330 feet with full movement access located a minimum of 660 feet north of Park Lane and a potential signalized intersection ¼ mile north of Park Lane.

Probable Access Spacing – Future Conditions (Figure 3)

This scenario depicts the *probable* access spacing conditions based on the standards and current development patterns. The Park Lane access spacing conditions depicted in this exhibit also assume that Park Lane is under the jurisdiction of the City. Due to the anticipated high volume of traffic on Park Lane east of the new Park Lane/1100 West intersection, right-in/right-out access would likely be permitted at 440 foot intervals with no provisions for a full movement

access. West of the new Park Lane/1100 West intersection, right-in/right-out access would be provided at 330 foot intervals with a full movement access a minimum of 660 feet to the west.

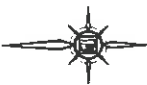
Access conditions on Clarke Lane east of 1100 West will likely accommodate the potential for a signalized full movement intersection at the planned westernmost Station Park access and a full movement unsignalized access half way between 1100 West and the Station Park intersection. The specifics of both accesses will depend largely on the amount of traffic generated by adjacent development activity north and south of Clarke Lane.

Due to the short length of 1100 West between Park Lane and Clarke Lane, we recommend that access to adjacent properties NOT be permitted along this segment. This will help ensure adequate queuing and maneuvering distances for motorists. North of Park Lane, right-in/right out access to 1100 West could be provided at a spacing of 330 feet with full movement access located a minimum of 660 feet north of Park Lane and a potential signalized intersection ¼ mile north of Park Lane.

Findings and Recommendations

Based on our assessment of the two Park Lane extension/Realignment options and considering only traffic engineering and operations issues, we favor the option depicted in EX-001 based on the angle of the 1100 West connection with the Clarke Lane roundabout and the slightly greater segment length this option provides between Clarke Lane and Park Lane.

Regarding access location and spacing, UDOT will not permit an additional signalized intersection on Park Lane without the realignment. We recommend that the City utilize the scenario depicted in Figure 3 to guide short (1 to 5 years) to medium term (6-10 years) planning efforts. This includes a minimum access spacing distance of 330' on Clarke Lane east of the proposed Clarke Lane/1100 West roundabout. We also recommend that the City exercise its option to evaluate all access requests on a case-by-case basis as development plans are submitted and approved.



GRAPHIC SCALE



DESIGNATED ROW AREAS DO NOT INCLUDE ANY NECESSARY
PROPERTY THAT WILL BE NEEDED DUE TO SLOPE EASEMENTS
FOR THE ROAD

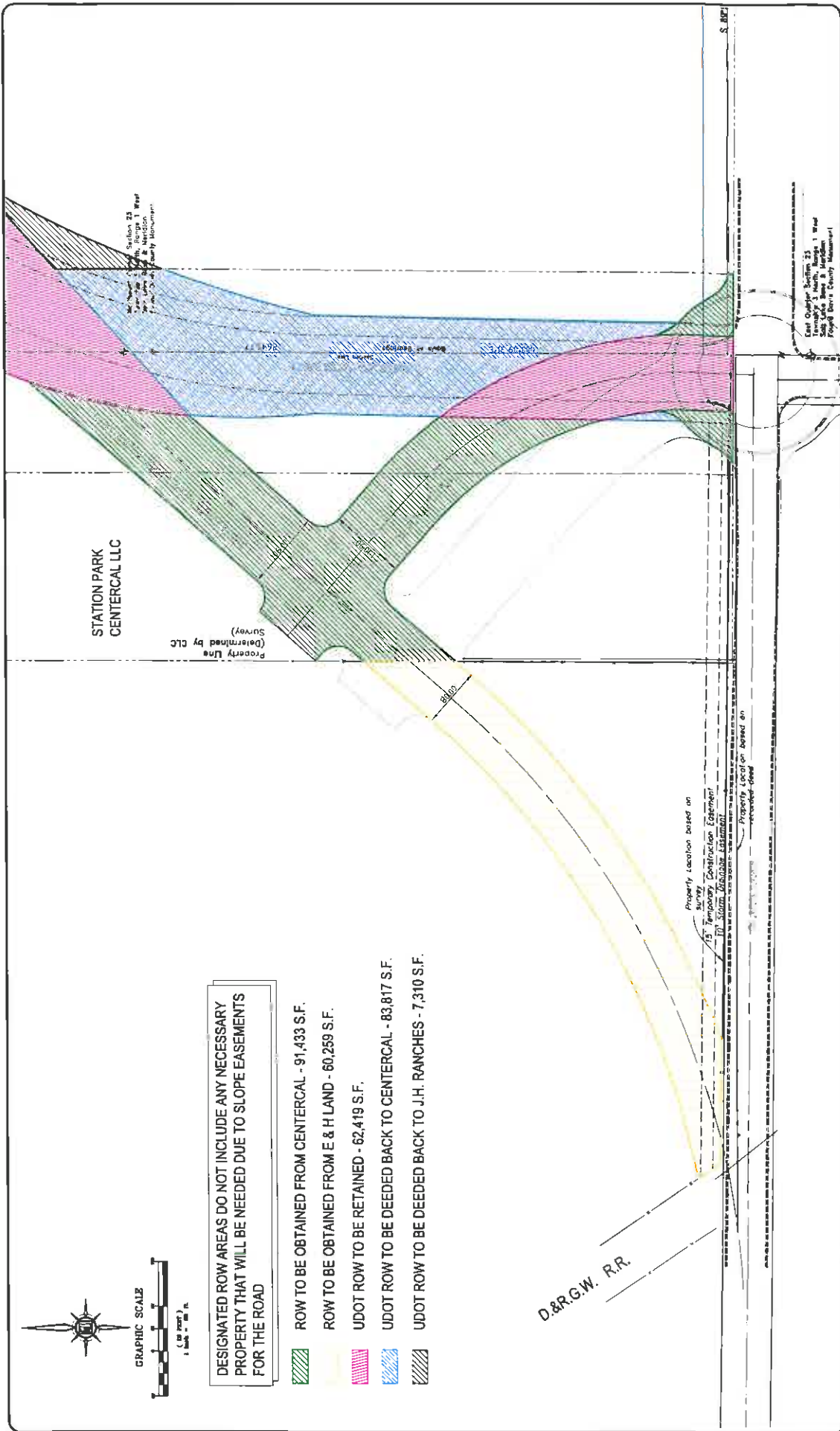
ROW TO BE OBTAINED FROM CENTRAL - 91,433 S.F.

ROW TO BE OBTAINED FROM E & H LAND - 60,259 S.F.

UDOT ROW TO BE RETAINED - 62,419 S.F.

UDOT ROW TO BE DEEDED BACK TO CENTRAL - 83,817 S.F.

UDOT ROW TO BE DEEDED BACK TO J.H. RANCHES - 7,310 S.F.



1419C
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PRELIMINARY
NOT FOR
CONSTRUCTION

EX-001

FARMINGTON CITY

PROPOSED PARK LANE EXTENSION
DRAFT EXHIBIT MAY 26, 2011

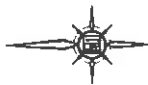
UTAH

SALT LAKE CITY OFFICE:
200 EAST 1000 S. S. 10
SALT LAKE CITY, UTAH 84143
Phone: 801.468.8888
Fax: 801.468.4371
www.saltlakecity.gov

Caldwell Richards Sorensen
ANSWERS TO INFRASTRUCTURE

PROJECT: 1419C
SUBJECT: 1
DATE: 5/26/11
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]

REV	BY	DATE	DESCRIPTION
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3	3	5/26/11	1419C
4	4	5/26/11	1419C
5	5	5/26/11	1419C
6	6	5/26/11	1419C
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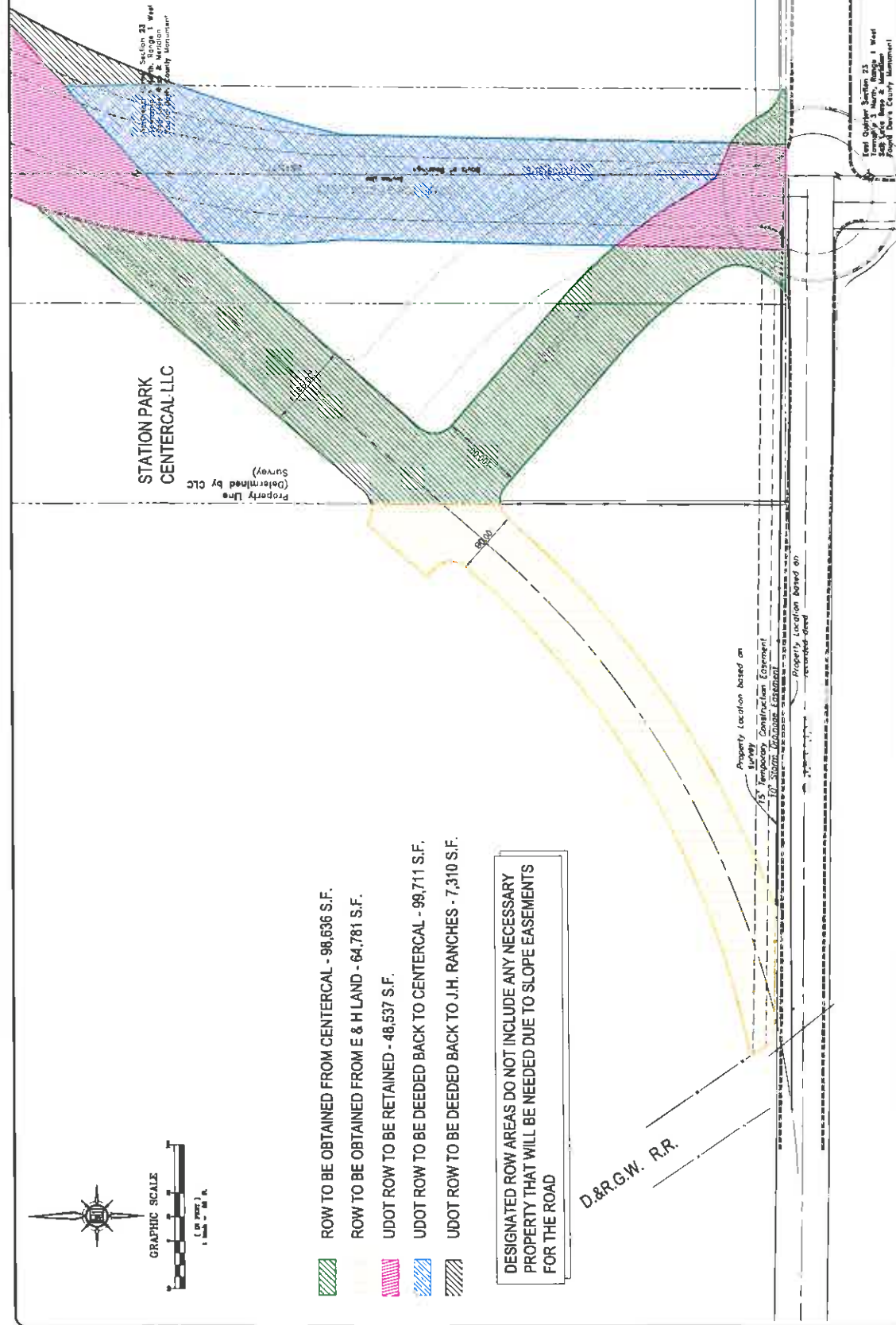
GRAPHIC SCALE



- ROW TO BE OBTAINED FROM CENTRAL - 98,536 S.F.
- ROW TO BE OBTAINED FROM E & H LAND - 64,781 S.F.
- UDOT ROW TO BE RETAINED - 48,537 S.F.
- UDOT ROW TO BE DEEDED BACK TO CENTRAL - 99,711 S.F.
- UDOT ROW TO BE DEEDED BACK TO J.H. RANCHES - 7,310 S.F.

DESIGNATED ROW AREAS DO NOT INCLUDE ANY NECESSARY PROPERTY THAT WILL BE NEEDED DUE TO SLOPE EASEMENTS FOR THE ROAD

D.R.G.W. R.R.



0119C
1
1
EX-002

PRELIMINARY
NOT FOR
CONSTRUCTION

UTAH

FARMINGTON CITY
PROPOSED PARK LANE EXTENSION
DRAFT EXHIBIT MAY 26, 2011

FARMINGTON

BLAY LANE CITY OFFICE
200 EAST 1000 S. 200
BLAY LANE CITY OFFICE
200 EAST 1000 S. 200
BLAY LANE CITY OFFICE
200 EAST 1000 S. 200

CALDWELL
RICHARDS
SORENSEN
ANSWERS TO INFRASTRUCTURE

DATE: 1/1/11
DRAWN BY: J. RICHARDS
CHECKED BY: J. RICHARDS
DATE: 1/1/11

DATE: 1/1/11
DRAWN BY: J. RICHARDS
CHECKED BY: J. RICHARDS
DATE: 1/1/11

REV	BY	DATE	DESCRIPTION
1	JRL	05-25-11	15' Temporary Construction Easement
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Note: The access points depicted in this exhibit represent possible locations based solely on the typical access management standards set forth in Table 8-2 & 8-3 of the City's Master Transportation Plan Update (2005). Access management standards for City streets are determined by the City. Engineering judgment shall override recommended dimensions. Access conditions will be reviewed on a case by case basis and in accordance with the City's TOD Ordinance

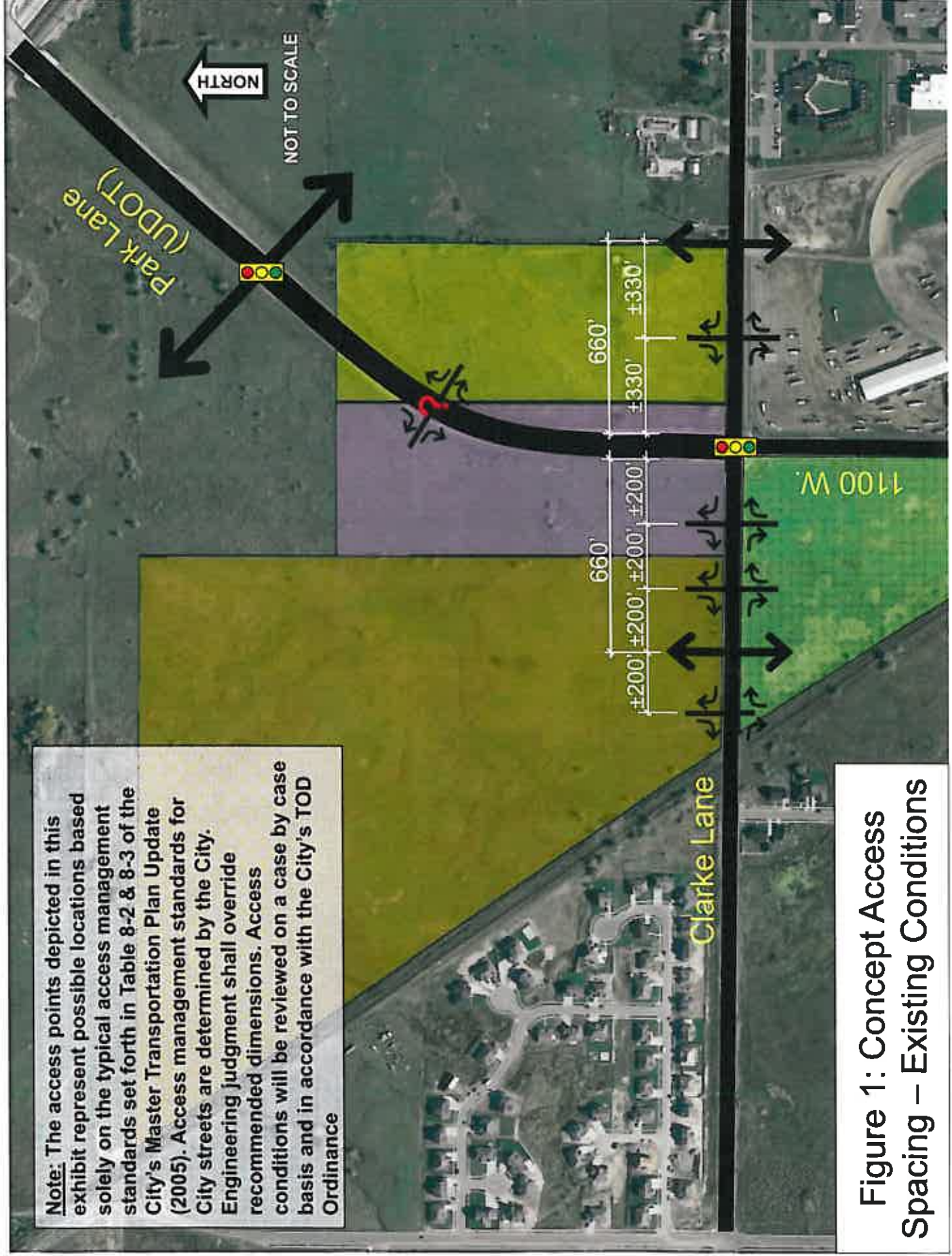


Figure 1: Concept Access Spacing – Existing Conditions